

CONTRACT

**Professional Services
Mission Support
for
Strategic Planning and Program Implementation
Visitor Enhancement Improvement Authority**

**United States Department of the Interior
National Park Service
Commercial Service Program
1849 C Street, NW
Washington DC 20240**

**Pinnacle Advisory Group, Inc.
98 North Washington Street
Suite 403
Boston, MA02114**

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I. IDENTIFICATION OF PARTIES AND CONTRACT EXECUTION

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service (NPS), through the Associate Director, Business Services, and Pinnacle Advisory Group, Inc., a corporation organized and existing under the laws of the State of Massachusetts, (hereinafter referred to as the "Contractor");

WITNESSETH:

THAT WHEREAS, the NPS is authorized to award and administer commercial services contracts (and related professional services contract) for the operation and expansion of commercial visitor facilities and visitor services programs in System [NPS] units under Visitor Enhancement Improvement Authority (VEIA), Title VII of the 2016 National Park Centennial Act, 54 USC 101931 et seq.; and

WHEREAS, the NPS Director has determined that professional services to provide mission support are necessary to assist the NPS in developing a program to award and administer such commercial service contracts under VEIA;

NOW, THEREFORE, pursuant to the authority contained in VEIA, § 701(a) and § 701(b), the Director and the Contractor agree to the terms and conditions of the contract that follow.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONTRACTOR

By Rachel J Roginsky

Rachel Roginsky
Principal
Pinnacle Advisory Group, Inc.

UNITED STATES OF AMERICA

By Teresa Austin

Teresa Austin
Associate Director, Business Services
National Park Service

DATE: 3/19/18, 2018

DATE: 3/13/18, 2018

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II. GENERAL

A. Purpose of Contract

The purpose of this contract is to provide strategic and technical consulting services to assist the National Park Service (NPS) Washington Support Office (WASO) Commercial Services Program (CS) in developing a program to execute contracts for visitor commercial services in accordance with the VEIA.

B. Authorities for Contract

The authority to issue this contract is P.L. 114-289, Section 701 (a) which states "General Authority. Notwithstanding subchapter II, the Secretary may award and administer commercial services contracts (and related professional services contracts) for the operation and expansion of commercial visitor facilities and visitor services programs in System units and 701 (b) which states "Additional Authority.--Contracts may be awarded under subsection (a) without regard to Federal laws and regulations governing procurement by Federal agencies, with the exception of laws and regulations related to Federal government contracts governing working conditions and wage rates...". Pursuant to Section 701 (b) above, Federal Acquisition Regulations (FAR) are not applicable under this contract.

C. Type of Contract

This is a time-and-materials/labor-hours (T&M/LH) contract. Not to exceed (NTE) costs are established for each key project tasks that cover all labor, travel and other direct costs (ODCs). These NTE Costs are presented in Table 1.

Task	Labor	Travel	ODCs	Total
1. VEIA Contracting Strategy Support	\$55,000	\$8,500	\$1000	\$64,500
2. Contract Tools and Contracting Procedures Support	\$69,000	\$2,000	\$1,500	\$72,500
3. Contract Oversight Procedures and Controls Support	\$65,000	\$2,000	\$1,500	\$68,500
4. Initial Contract Support	\$45,000	\$8,000	\$ 1000	\$54,000
5. CS Program-level VEIA Administration Support	\$47,000	\$2,000	\$1000	\$50,000
6. Other VEIA Advisory Service	\$20,000	\$1,000	\$500	\$21,500
TOTAL	\$301,000	\$23,500	\$6,500	331,000

Developing and implementing a program under VEIA project is a new endeavor and as such there are many unknowns that make it challenging to clearly determine the level of effort that may be required for various portions of the effort. The NPS will monitor progress against the Project Work Plan using monthly invoice reports submitted by the Contractor. The NPS may revise the project schedule and authorize the Contractor to exceed these NTE amounts in the event that the level of effort is determined to be necessary by the NPS to successfully complete the project. Only the Deciding Official (DO) has the authority to modify these amounts.

D. Maximum Labor Rates

Labor rates contained in Table 2 are the maximum allowable hourly rates permissible under this contract.

Labor Category	Key Personnel	Rate (\$/Hr)
Principal	(b) (4)	(b) (4)
Director	(b) (4)	(b) (4)
Vice President	(b) (4)	(b) (4)
Analyst	(b) (4)	(b) (4)

In the event that the term of the contract is extended, the rates may be adjusted annually, after the initial Period of Performance based upon the prevailing labor rates provided by the Secretary of Labor.

E. Term of Contract

The Period of Performance for this Contract is from the date of contract execution to 06/30/2019.

The NPS may extend the term of this contract by written notice to the Contractor within the final 30 days of the contract performance period; provided that the NPS gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the NPS to an extension. If the NPS exercises this option, the extended contract shall be considered to include this option period. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

F. Points of Contact

The following are points of contact and associated roles for the contract. Additional information on the responsibilities of these points of contact is provided in Section V of this contract.

A. The Deciding Official (DO):

Teresa Austin
National Park Service
Associate Director, Business Services
Washington Support Office
1849 C Street, NW
Washington DC 20240
Teresa_Austin@nps.gov
202-513-7241

B. The Deciding Official's Representative (DOR):

Lora Uhlman
National Park Service
Washington Support Office
1795 W Alameda Parkway
Lakewood Co 80228
Lora_Uhlman@nps.gov
303-987-6903

C. WASO Project Management Support Representative:

Brian Borda

National Park Service
Chief, Commercial Services
Washington Support Office
1849 C Street, NW
Washington, DC 20005
Brian_Borda@nps.gov
202-513-7156

Other Key WASO personnel will provide additional project management and technical support as needed. These include the WASO CS Branch Chiefs for Planning and Development, Asset Management, Financial Management and Contract Management and one to two selected regional chiefs of concessions. This support will be coordinated with the COR through the WASO Project Management Support Representative.

G. Contractor Qualifications and Experience

The Contractor's key personnel completing this assignment were described in the Contractor's response to the NPS Request for Interest (RFI) and identified by labor category in its Request for Quotation (RFQ). These personnel labor categories are presented in Table 1.

The personnel must have demonstrated experience in assisting private sector owners to develop and administer a program to execute hospitality management contracts, oversee their operational and financial performance and manage a large corporate-wide portfolio of such agreements.

As noted, there are many unknowns that make it challenging to clearly determine the level of effort and Contractor staff expertise that may be required for various portions of this contract. The Contractor may propose alternative staff within a labor category than those proposed to address such circumstances. The Contractor will obtain approval from the DO for any such changes in personnel from those identified in its responses to the RFI and RFQ.

The Contractor will obtain the consent of the Contacting Official prior to using any subcontractors.

H. Places of Performance

The Contractor shall perform work primarily in its own offices or in the field.

III. SCOPE OF WORK

A. Background

The National Park Service Centennial Act (Centennial Act), Pub. Law No. 114-289, was enacted into law on December 16, 2016. Title VII of the Centennial Act establishes a new authority – the Visitor Experience Improvements Authority (VEIA) – that allows the NPS to solicit, award, and administer contracts for the operation and expansion of commercial visitor facilities and visitor programs. The VEIA is separate from and supplements the existing authority granted to the NPS under the National Park Service Concessions Management Improvement Act of 1998 to award concessions contracts. There are currently approximately 500 contracts issued under the concession authority. The authority granted to the NPS under the 1998 Act is not modified or replaced by the VEIA.

The VEIA gives the NPS additional contracting flexibility to expand, modernize, and improve the condition of commercial visitor facilities and services. The NPS may pursue contracting models under the VEIA that differ from the franchise fee arrangements under 98 Act concession contracts. For example, the NPS may employ management contracts that use an owner-operator model similar to what is common in the private hospitality industry. The VEIA also provides more flexibility in the contracting process such as allowing for contract negotiations between the Service and offerors and performance-based incentives. The NPS may also enter into asset management agreements under which an entity oversees the provision of commercial visitor services on behalf of the NPS.

B. Purpose

NPS desires professional services to assist in meeting the following objectives:

- Evaluating industry hospitality contracting models and identifying those suitable for the NPS under the VEIA;
- Developing strategies, policies, procedures, and tools to develop, advertise, evaluate, negotiate and award new contracts under this new authority;
- Developing park and Service-level policies, procedures, and tools to manage these contracts once awarded, and
- Initiating contract(s) to field test the policies, procedures and tools to administer VEIA.

Note that this SOW does not include asset management support to the NPS beyond that described in this SOW once an initial contract is initiated. These services may be requested from the Contractor as follow-on work to this contract or such consultation services may be solicited for on a competitive basis.

C. SOW Tasks

The following tasks shall be performed by the Contractor to provide mission support to the NPS in developing a program to implement the VEIA to meet its objectives. The list of deliverables and schedule associated with this scope of work is provided in Section IV of this Statement of Work. The NPS anticipates that this will be a highly collaborative effort and that there will be regular communication between the NPS and the Contractor and that tasks may evolve over the period of the project.

1. VEIA Contracting Strategy Support

The hospitality Contractor will assist the NPS in defining a framework for implementing the new authority.

- a. The Contractor shall conduct a project kick-off meeting to discuss the SOW, review the proposed deliverables and timeline and collaboratively develop a revised Project Work Plan.
- b. The Contractor will become familiar with the VEIA authority and NPS goals through a review of the VEIA Law and interviews with NPS CS managers.
- c. The Contractor will become familiar with current commercial services visitor services program scope, processes, strengths and weaknesses applicable to the VIEA. This may be accomplished through:
 - i. Interviews with NPS CS managers to gather information on program goals and procedures; interviews may include up to seven NPS personnel.
 - ii. Review of current NPS concession contracting and contract management authorities, policies, structures, and tools. Note that this is not anticipated to be an in-depth analysis but high-level review to gain familiarity.
 - iii. Review of NPS CS organizational structure and resources including staff, financial and data management systems that may be applicable under the new authority. Note that this is not anticipated to be an in-depth analysis of these systems but exposure through interviews and demonstrations.
 - iv. Review of a sample of current commercial visitor services and contracts. It is anticipated that up to five sample contracts provided by the NPS may be reviewed.
 - v. Site visit to several parks to observe “typical” concession activities. Visits to several parks are anticipated. (e.g., Shenandoah and Acadia National Parks).

- d. The Contractor will assess applicable management contract options used in the hospitality industry and will develop a strategy for VEIA contract implementation using such practices. The strategy will account for VEIA legal requirements, types of facilities and services in the NPS portfolio, NPS visitor service and management goals, NPS staff, financial and other resource considerations and applicable private sector practices. While it is anticipated that the strategy will focus primarily on an owner-operator model management contracts, the strategy may account for other models if determined appropriate.
- e. The Contractor will assist the NPS to understand cost/benefit of VEIA contracts to support an economic analysis to be completed separately by the NPS as part of the regulatory development process.

2. Contract Tools and Contracting Procedures Support

The NPS desires contracting tools and procedures to implement the recommended VEIA contracting strategy that will provide some of the additional flexibilities seen in the private sector not currently available with the NPS franchise fee contract and solicitation process. It is understood that each contract may be unique but that common contracting structures, templates and tools can be developed.

- a. The Contractor will confer with the NPS and develop a standard management contract structure(s)/template(s) and associated guidance and tools. Sections of these may be tailored to address key visitor services that are likely management contract candidates. In particular, the Contractor will focus on lodging, food and beverage and retail and/or combinations of these. The Contractor will base the structure(s)/template(s) on industry standards while considering the unique conditions of working within the NPS system such as operating in historic facilities and rural park environments, high season demand and others. Anticipated contract elements may include those such as the ones listed below but the Contractor will provide additional appropriate elements based on their expertise:
 - i. Obligations of NPS as the owner
 - ii. Obligations of the operator (e.g., operation, maintenance, capital improvements)
 - iii. Evaluation standards and Key Performance Indicators (KPI)
 - iv. Events of default
 - v. Reporting requirements
 - vi. Compensation formulas
 - vii. Potential role of an asset manager
 - viii. Other applicable terms and conditions
- b. The Contractor will develop guidance and tools that can be used to assess the feasibility of particular visitor services for a contract using the VEIA contract model. These guidance and tools may address procedures for conducting NPS real and personal property condition assessments, determining market potential, financial feasibility, and others.
- c. The Contractor will confer with the NPS and develop a solicitation process that defines the steps to follow in developing, marketing, competing, evaluating, and awarding a VEIA management contract. The Contractor will develop appropriate tools for these processes that reflect industry standards and consider NPS requirements. These are anticipated to include those to create/solicit business opportunities, screen potential offerors, evaluate of bids/offers and negotiate terms.

3. Contract Oversight Procedures and Controls Support

NPS understands that contracting models such as management contracts require different types of oversight than franchise fee models currently in use for NPS concession contracts. The NPS desires consulting support to define park-level processes and systems that may be needed to ensure operational and financial integrity of contracts at the park level and monitoring of performance so that NPS “ownership” needs and goals are achieved.

- a. The Contractor will conduct an assessment to understand WASO, regional, and park staffing and management systems and capabilities for VEIA contract oversight using data collected through prior project tasks. Interview of several additional park and regional personnel may be conducted to gain further

understanding. This assessment will inform recommendations on internal NPS and/or outsourced (e.g., contracted) contract oversight alternatives.

- b. The Contractor will advise on strategies, tactics, and processes and develop guidance and tools for the NPS, will interact with management contract operators and if recommended, with and by third party asset managers, concerning operational and financial performance and to monitor performance. This may address:
 - i. Budgeting, accounting and purchasing controls;
 - ii. Visitor satisfaction, and operational performance standards review, compliance and incentive procedures;
 - iii. Revenue/yield management processes;
 - iv. Capital improvement oversight;
 - v. Key performance indicators monitoring; and
 - vi. Other key requirements as needed.

4. Initial Contract Support

The NPS intends to test and refine the VEIA program. The NPS desires assistance in launching this process through the issuance of one or more initial contracts.

- a. The Contractor will assist NPS in applying criteria developed for selecting appropriate VEIA contracts to an inventory of potential VEIA contract candidates that will be provided by the NPS. The Contractor will recommend opportunities for implementing the VEIA authority including best candidates for an initial VEIA contract.
- b. The Contractor will work with the NPS to use template materials to develop the draft contract documents for an initial VEIA contract and develop materials to advertise, evaluate, and select the concessioner for this first contract. Several site visits to the park location and park area are anticipated to gather information necessary to conduct analysis and develop the contract.
- c. The Contractor will provide technical support to the NPS CS Team as they complete the contract bid evaluation and negotiation for this first contract.
- d. The Contractor will assist the NPS by recommending whether there is a need for out-sourced asset management support for the initial VEIA contract based on prior analysis of NPS resources and systems and park-specific resources.
- e. If determined necessary, the Contractor may assist NPS in by providing recommended asset management contract technical requirements and bid evaluation criteria to support the NPS in obtaining asset management services to help the NPS oversee the initial contract, if NPS determines this would be appropriate. As part of this effort, the Contractor may also provide technical support to the bid evaluation team reviewing asset manager proposals.
- f. The Contractor may assist the NPS with contract transition/implementation to include providing support to the NPS in setting up NPS oversight procedures for the initial VEIA contract and/or start-up of the asset manager.

5. CS Program-level VEIA Administration Support

Implementing the VEIA will require a variety of CS program-wide policies, procedures, and processes to support overall planning, oversight, analysis, and management functions of the portfolio of contracts NPS may issue under this authority.

- a. The Contractor will provide advice, guidance and tools for CS program-wide strategic and financial KPI monitoring, planning and analysis (e.g., management of the NPS Revolving Fund to address NPS-wide management contract needs). The Contractor will advise on such tools considering industry best practices as well as NPS-particular needs.
- b. The Contractor will provide support in responding to any technical comments from industry received on NPS VEIA regulations, policy, and procedures as they are developed and comments are received.

6. Other VEIA Advisory Services

While the scope of work as described above is detailed, NPS may not have anticipated all consulting needs. The Contractor may provide other ad hoc strategic and technical advice to the NPS on VEIA program development issues during the period of performance.

IV. DELIVERABLES AND SCHEDULE

The following describes the deliverables and associated schedule and related terms for this Contract.

A. Deliverables Scope

Key target milestones for this project are issuance of the solicitation for the initial VEIA contract by 9/30/18 and subsequent issuance of the VEIA contract by 12/30/18. Table 1 identifies deliverables associated with this Contract based upon weeks from contract award date. Actual dates will be determined after contract award with the goal of completing work to achieve the above key target milestone dates.

It is anticipated that the services to be provided will be highly collaborative requiring a number of consultation meeting and briefings to share information and present findings. Formal deliverables will include briefings letter reports, template documents, analysis and monitoring tools. Briefings are anticipated to include formal meetings to present findings and recommendations in response to a particular SOW task that include formal presentation materials. Letter reports are anticipated to be short papers, typically ten pages or less, summarizing findings, recommendations and procedures for a particular SOW task. Templates are anticipated to be modifiable documents; length and contents are dependent upon the purpose. Tools may take a variety of forms to include listed procedures, check sheets, spreadsheets or others.

B. Deliverables Schedule

The Contractor will work with the NPS to develop a work plan to further define activities and deliverables and modify the schedule described in this scope of work as necessary to meet the VEIA consulting services contract objectives. As such, the timeline outlined below is tentative and subject to change. A final timeline will replace the proposed timeline presented in Table 3. In addition to meetings and briefings outlined in the SOW, progress meetings will occur monthly if needed.

All documents, tools and other work products developed in the performance of this contract shall be the property of the NPS and may be used on any other work without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the patent or copyright laws for these materials.

C. Technical Direction

The DOR will provide technical direction on contract performance in consultation with the WASO Project Management Support Representative and the DO. Technical direction includes:

1. Direction to the Contractor which assists in accomplishing the Scope of Work.
2. Comments on the approval of reports or other deliverables.

Technical direction must be within the contract SOW. The DOR does not have the authority to issue technical direction which institutes additional work outside the scope of the contract; constitutes a change; causes an increase or decrease in the estimated cost of the contract; alters the period of performance; or changes any of the other express terms or conditions of the contract.

Technical direction will be issued in writing by the DOR or confirmed by him/her in writing within five (5) calendar days after verbal issuance.

D. Deliverables and Schedule Assumptions

The following general assumptions and conditions apply:

1. It is anticipated that up to eight meetings for briefings and progress reports will be in-person at the NPS office in Washington DC. These will be no longer than one-day in duration. Up to two Contractor staff may be asked to attend these in person. All other meetings and briefings will be held remotely via teleconference or webinar.
2. During the work on this contract, the NPS will be asked to review and provide comments back to the Contractor on deliverables. NPS will try to provide consolidated comments back to the Contractor within 15 business days for its use in preparing the final document.
3. NPS shall provide the Contractor access to needed data in order to accomplish the tasks listed above in a timely manner.
4. Unless otherwise specified by the NPS, all work products shall be prepared with Microsoft Office or Adobe software products and delivered to the client for review in editable, electronic format.

Table 3 Deliverables and Schedule		
SOW Sec.	Task / Deliverable¹	Date Due²
1.a	Project Kick-off Meeting	Week 1
1.a	Project Work Plan	Week 2
1.e	Briefing and Letter Report - Strategy for VEIA Contract Implementation	Week 6
2.a	Briefing, Letter Report, Guidance and Tools - Standard Management Contract Structure/Template	Week 10
2.b	Briefing, Letter Report, Guidance and Tools – Management Contract Feasibility Analysis	Week 12
2.c	Briefing, Letter Report, Guidance and Tools – Solicitation Process	Week 16
3.b	Briefing, Letter Report, Guidance and Tools – Contract Oversight and KPIs	Week 20
4.a	Briefing and Letter Report – Initial Contract Candidate Selection Analysis and Recommendations	Week 12
4.b	Tools –Pilot Contract and Solicitation Package	Week 24
4.b	Briefing – Contract Bid Evaluation and Negotiation Recommendations	Week 32
4.d	Briefing, Letter Report – Pilot Project Asset Management Services Needs Analysis	Week 26
4.e	Tools - Asset Manager Solicitation	Week 28
4.e	Briefing – Asset Manager Bid Evaluation and Recommendations	Week 36
4.f	Briefing, Guidance and Tools – Contract Transition/Implementation	Week 40
5.b	Briefing, Letter Report, Guidance and Tools – Program-wide VEIA Portfolio Management	Week 48
5.c	Letter Report - Technical Support on Public Comments to Regulations and Policy	Week 48
6	Deliverables TBD	As necessary
General	Periodic Progress Report Meetings	As necessary
General	Progress Reports	Monthly

1. Deliverables will be submitted in draft and will be revised based upon NPS comments.
2. Due dates are from the date of contract award.

E. Inspection and Acceptance

At the NPS's discretion, comments specifying improvements needed or minor deficiencies noted may be provided to the Contractor, along with an acceptance of the deliverable, in which case the Contractor may be required to document the corrections or improvements that were taken in the subsequent deliverable. However, major deficiencies in a deliverable may result in its rejection, to include the failure of a resubmission to address the improvements or deficiencies submitted by the DOR regarding the prior version of the deliverable. In the case of a rejection, specifics will be provided to the Contractor as to the reasons for the rejection, as well as a deadline for re-performance (correcting deficiencies and resubmitting the deliverable). A deliverable that does not fully satisfy a requirement could also be subject to acceptance with a penalty, e.g., an equitable price reduction for the deliverable or other consideration deemed appropriate by the DO.

V. CONTRACT ADMINISTRATION

In addition to the terms described above, the following contract administration terms apply for this contract.

A. Authorities and Delegations

The DO is the only individual authorized to enter into or terminate this contract, stop work, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

The DOR will be responsible for technical monitoring of the Contractor's performance and deliveries. The DOR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract modification, termination or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to dispute; and
- (5) Obligate in any way, the payment of money by the NPS.

The Contractor shall comply with the written or oral direction of the DO or authorized representative acting within the scope and authority as defined herein. The Contractor need not proceed with direction that it considers to have been issued without proper authority.

The Contractor shall notify the DO in writing, with as much detail as possible, when the DOR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the DOR's authority, within three days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined herein prior to receipt of the DO's response.

The DO shall respond in writing within 30 days to any notice made by the Contractor as described in the paragraph above. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to dispute resolution.

Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the NPS or any NPS official other than the DO or the DOR acting within his or her authorities, shall be at the Contractor's risk.

B. Travel

Travel to be performed by the Contractor in connection with the service to be rendered under this contract will be authorized by the NPS in advance. Travel costs will be reimbursed in accordance with Federal Travel Regulations including the schedule provided as Table 4. Overhead and profit shall not be allowed for travel.

Travel Expense	Reimbursement
Commercial Carriers	Current Commercial Coach or Tourist Rate
Taxi	Actual Expense
Auto Expense Commercial Personal	Actual Expense As per federal Travel Regulations
Subsistence	As per federal Travel Regulations

C. Progress and Invoice Reports and DOI Electronic Invoicing and Payment

The following invoicing and payment procedures will be followed:

1. Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) and Federal Contractor Registry

Payment requests must be submitted electronically through the U. S. Department of the Treasury’s Invoice Processing Platform System (IPP). Payment requests will be made monthly. Invoices will be paid upon approval and acceptance by the NPS DOR and DO.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. In order to register in IPP, the contractor will first need to register as a federal contractor via the Federal System for Award Management (SAM). The contractor can register for SAM at <http://federalcontractorregistry.com>. Contractor assistance with IPP enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to register with SAM and use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the DO.

2. Monthly Progress and Invoice Report

A monthly progress and invoice report must be submitted as an attachment to the IPP invoice. This report must include the following general information:

- a. Contractor name
- b. Contractor address
- c. Contract No.
- d. Purpose of the Invoice
- e. Billing Period for the services performed

Monthly progress and invoice reports must also include the following presented for each SOW primary task:

- a. Description of work completed and deliverables for the billing period;
- b. Labor hours worked and cumulative hours worked for the term of the contract by labor category;
- c. Labor costs for month and cumulative costs for the term of the contract by labor category;
- d. Travel expenses for the billing period and cumulative travel expenses for the term of the contract;
- e. Other direct costs (ODCs) for the billing period and cumulative ODCs for the term of the contract;

- f. Total costs for the billing period and cumulative total costs for the term of the contract; and
- g. Other information on work progress as necessary to describe status in completing work plan.

D. NPS Rights

All documents and other work developed in the performance of this contract shall be and remain the sole property of the NPS and may be used on any other work without additional compensation to the Contractor, with respect thereto, the Contractor agrees not to assert any rights and not to establish any claim under the patent or copyright laws. The Contractor agrees to furnish and provide access to all retained materials on the request of the DO for a period of 3 years after final payment under this contract. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

In the event that the NPS uses any of the above mentioned materials for purposes other than those covered under this contract or other than for which it was provided, the Contractor shall not be held liable for any personal or property damage arising from such use.

E. Nondisclosure

The NPS will make information (e.g., (written, verbal, and electronic information and Service policy, processes, and procedures) available to the Contractor for the performance or administration of this contract. The NPS considers this information as confidential government information. The Contractor may also have access to information provided by VEIA contract bidders and operators and asset management companies that may be further identified as confidential business information.

The Contractor may use this information only for those purposes and may not use the information for any other purpose or in any other way without the prior written agreement of the DO.

The Contractor may not divulge or make known in any manner such information to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an authorized officer or employee of the Contractor requires the prior written consent of the DO.

The consultant must account for all Personally Identifiable Information upon receipt and properly store such information before, during, and after processing. The consultant must give all related output the same level of protection as required for source materials.

F. Conflicts of Interest

The consultant must not exploit its professional relationship or use confidential Service Information to provide an advantage to existing or potential NPS VEIA contractors (e.g., management contract holders or asset management companies), concessioners, lessees, or Commercial Use Authorization (CUA) holders. The Contractor agrees to the following conflict of interest limitations:

A consultant may not advise current or known potential NPS VEIA contractors (e.g., management contract holders or asset management companies) concessioners, lessees, or CUA holders on confidential information. A consultant cannot directly benefit from information received from its work under the contract about solicitations. This includes providing assistance to prospective offerors in preparing for or submitting offers on any concession contract prospectuses or VEIA contract RFPs issued by the NPS.

Without prior written permission of the Contracting Officer and the Program Chief, a consultant may not engage a subcontractor to assist in performance of work under the contract when the subcontractor operates under a NPS permit, including concession contract, lease or CUA.

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict or interest or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered, the Contractor will make a full disclosure in writing to the DO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict or interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the DO, the NPS may terminate the contract for default, debar the Contractor from NPS contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this requirement.

G. Conduct of Operations

The Contractor must, comply with all applicable federal, state and local laws, rules and regulations in fulfilling its obligations under this contract. These include those applicable to described in Section I below regarding nondiscrimination working conditions and wages. They also include rules and regulations promulgated by the Secretary of the Interior for the NPS. At all times the Contractor shall conduct its organization in an ethical manner.

H. Termination and Stop Work

The DO may terminate this contract if the DO determines that the Contractor has materially breached any requirement of the Contract or for the convenience of the NPS. The DO shall provide written notice to the contractor of such action. This written notice may be augmented by electronic communication to expedite the notice. After the DO issues a notice of termination, DO will negotiate any settlement with the contractor, which may include payment for work completed or may be a no-cost settlement if appropriate.

The DO may, at any time, require the Contractor to stop all, or any part, of the work called for by this contract. The DO shall provide written notice to the contractor of such action. This written notice may be augmented by electronic communication to expedite the notice. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the NPS and Contractor shall have agreed, the Contracting Officer shall either cancel the stop-work order; or terminate the contract.

The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and the Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that the DO decides the facts justify the action.

I. Nondiscrimination

During the performance of this Contract the Contractor will comply with all applicable laws, rules and regulations regarding nondiscrimination, working conditions and wage rates and agrees as follows:

The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. The Contractor will not discriminate against any employee or applicant because he or she is a protected veteran as

defined in 41 CRR 60-330.5. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, age, national origin, disabling condition or if they are a protected veteran.

The Contractor will, in all solicitations or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disabling condition or if they are a protected veteran.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by these Executive Orders and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be terminated.

J. Restrictions on Endorsements

The Contractor shall not refer to contracts awarded by the NPS in commercial advertising in a manner which states or implies that the product or service provided is approved or endorsed by the NPS, or is considered by the NPS to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the NPS toward any product or service. The Contractor may request the DO to make a determination as to the propriety of promotional material.

K. Liability Insurance

The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance for the perils to which it will be exposed to during the performance of the contract. Insurance will include all required federal and State workman's compensation insurance. Insurance will also include general liability consisting of bodily injury liability and property damage liability, automobile liability consisting of bodily injury liability and property damage. The Contractor shall furnish the DO with a copy of an acceptable insurance certificate demonstrating insurance compliance upon request.

L. Hold Harmless

The Contractor agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Contractor, its employees, agents or subcontractors under this Contract. This indemnification shall survive the termination or expiration of this Contract.

(End of Contract)