

1 **[Wording for introductory page.]** The National Park Service will provide, through the use of  
2 concession contracts, or **commercial use authorizations**, commercial visitor services within parks  
3 that are necessary and appropriate for public use and enjoyment. Concession operations will be  
4 consistent **to the highest practicable degree** with the preservation and conservation of resources  
5 and values of the unit. Concession operations will demonstrate sound environmental  
6 management and stewardship.

## 7 **Chapter 10: Commercial Visitor Services**

### 8 **10.1 General**

9 Commercial visitor services will be authorized through concession contracts or commercial use  
10 authorizations, unless otherwise provided by law. Section 10.2 below addresses concession  
11 authorizations; section 10.3 addresses commercial use authorizations.

12 *(See Leasing 8.12. Also see Director's Orders #48A: Concessions Management, and #48B:*  
13 *Commercial Use Authorizations)*

#### 14 **10.1.1 Leasing**

15 See Section 8.12.

### 16 **10.2 Concessions**

#### 17 **10.2.1 Concession Policies**

18 Concession operations are subject to the provisions of the National Park Service Concessions  
19 Management Improvement Act of 1998; NPS regulations published at 36 CFR Part 51; this  
20 chapter of NPS *Management Policies*; and Director's Order #48A: Concession Management; and  
21 other specific guidance that may be issued under the Director's authority. **In Alaska, concession**  
22 **operations are also subject to the provisions of the Alaska National Interest Lands Conservation**  
23 **Act and 36 CFR Part 13.**

#### 24 **10.2.2 Commercial Visitor Services Planning**

25 Commercial visitor services planning will identify the appropriate role of commercial operations  
26 in helping parks to achieve desired visitor use, enjoyment, and experiences, and will be  
27 integrated into other plans and planning processes. **These plans will comply with other Service**  
28 **policies regarding planning and environmental analysis. Where feasible, concessions support**  
29 **facilities will be encouraged to locate outside of the park boundary.**

30 **Park managers will ensure a park commercial services strategy is in place that verifies**  
31 **concession facilities and services are necessary and appropriate, and financially viable and in an**  
32 **approved management plan.** Commercial services plans may be developed to further implement  
33 a park's commercial services strategy and will support a park's purpose and significance,  
34 exceptional resource values, and visitor experience objectives, and will be consistent with

1 enabling legislation. A decision to authorize or expand a park concession will consider the effect  
2 on, or need for, additional infrastructure and management of operations, and will be based on a  
3 determination that the facility or service:

- 4 • is necessary and appropriate for the public use and enjoyment of the park in which it is  
5 located, and identified needs are not, nor can they be, met outside park boundaries,
- 6 • will be provided in a manner that furthers the preservation and conservation of park resources  
7 and values, and
- 8 • incorporates sustainable principles and practices in planning, design, siting, construction,  
9 utility systems, selection and recycling of building materials, and waste management,

10 **Prior to initiating new services authorized under a concession contract, a market and financial**  
11 **viability study/analysis will be completed to ensure the overall contract is feasible.**

12 The number, location, and sizes of sites assigned for concessions facilities will be the minimum  
13 necessary for proper and satisfactory operation of the facilities. Concession facilities will  
14 emphasize compatibility of design, be consistent with aesthetic values and the conservation of  
15 natural and cultural resources, and integrate sustainable design concepts.

16 For information about leasing historic structures for visitor services or other appropriate uses, see  
17 section 8.12 and Director's Order #38: Real Property Leasing.

### 18 **10.2.3 Concession Contracting**

19 Approved standard contract language will be used in all NPS concession contracts. Any  
20 deviations from such language must be approved in writing by the Director.

#### 21 **10.2.3.1 Terms and Conditions of Contracts/Authorizations**

22 Concession services will be authorized under concession contracts unless otherwise authorized  
23 by law. The term of a concession contract will generally be 10 years or less. However, the  
24 Director may award a contract for a term of up to 20 years if the Director determines that the  
25 contract terms and conditions, including the required construction of capital improvements,  
26 warrant a longer term. In this regard, the term of concession contracts should be as short as is  
27 prudent, taking into account the financial requirements of the concession contract, the required  
28 construction of capital improvements, resource preservation and conservation, visitor needs, and  
29 other factors that the Director may deem appropriate. **Proposed concession operations must be**  
30 **economically feasible and supported by a feasibility study prepared by a qualified individual.**

#### 31 **10.2.3.2 Modifications/Amendments**

32 Concession contracts may be modified only by written amendment. Amendments developed  
33 after the issuance of a concession contract must be consistent with current NPS policies and  
34 orders. Unless otherwise authorized by the contract, a concession contract may be amended to  
35 provide minor additional visitor services that are a reasonable extension of the existing services.

1 **10.2.3.3 Extension**

2 Concession contracts may be extended only in accordance with the requirements of 36 CFR Part  
3 51, subpart D. The signature authority for contract extensions or amendments must be consistent  
4 with delegations of authority from the Director.

5 **10.2.3.4 Competition**

6 To obtain the best service provider and maximize benefits to the government, the National Park  
7 Service encourages competition in the awarding of concession contracts. The National Park  
8 Service also encourages, through outreach, the participation of American Indian, minority, and  
9 women-owned businesses when new business activities occur.

10 **10.2.3.5 Third-party Agreements and Subconcessions**

11 Unless specified in the contract, sub-concession or other third-party agreements, including  
12 management agreements, for the provision of visitor services that are required and/or authorized  
13 under concession contracts are not permitted. The Park Service may also advertise for a new  
14 concession contract to provide these additional services.

15 **10.2.3.6 Multi-park Contracts**

16 Concessioners operating in more than one park unit must have separate contracts for each park  
17 unit. **When approved by the Director**, an exception may be made in the case of those park units  
18 having common NPS management or where service is provided in contiguous park areas (for  
19 example, a pack trip that crosses the boundary of two adjoining parks, **or where lack of**  
20 **opportunity for profit, geographic location, and type of service is not feasible within a single**  
21 **location**).

22 **10.2.3.7 Termination**

23 The Service may terminate concession contracts for default and under any other circumstances  
24 specified in the concession contract.

25 **10.2.4 Concession Operations**

26 **10.2.4.1 Operating Plans**

27 The operating plan is an exhibit to the concession contract; the plan will describe operational  
28 responsibilities authorized in the contract between the concessioner and the Park Service. The  
29 plan is reviewed and updated annually by the Service in accordance with the terms of the  
30 contract. Operating plans are considered an integral part of a concessioner's contractual  
31 performance compliance. **Some aspects of a concessioner's operating requirements may also be**  
32 **contained in general or specific provisions unique to that contract.**

33 **10.2.4.2 Service Type and Quality**

1 It is the objective of the National Park Service that park visitors be provided with high-quality  
2 facilities and services. Where appropriate, the concession contract will specify a range of facility,  
3 accommodation, and service types that are to be provided at reasonable rates and standards to  
4 ensure optimal facility maintenance and quality services to visitors. Concessioners are not  
5 permitted to use or encourage pseudo-ownership concepts such as time shares or long term rental  
6 agreements that in any way alter the authorities of the NPS to manage the park and facilities.

#### 7 **10.2.4.3 Evaluation of Concession Operations**

8 Concession operations will be regularly evaluated to ensure that park visitors are provided with  
9 high- quality services and facilities, which that are safe and sanitary, and meet National Park  
10 Service NPS environmental, health, safety, and operational standards. As outlined in the  
11 Concessioner Operational Evaluation Program, the evaluation results will provide a basis for  
12 NPS management to determine (1) whether to continue or terminate a concession contract, and  
13 (2) whether a concessioner is eligible to exercise a right of preference in the award of a qualified  
14 new concession contract for those categories of contracts where such a right is available by law.

#### 15 **10.2.4.4 Interpretation by Concessioners**

16 Concessioners will be required to appropriately train their employees and, through their facilities  
17 and services, to instill in their guests an appreciation of the park, its purpose and significance, its  
18 proper and sustainable management, and the stewardship of its resources. When the provision of  
19 interpretive services is required by the contract, concessioners will provide formal interpretive  
20 training, approved by the NPS, for their employees, or will participate in formal interpretive  
21 training that is either offered by the Park Service or cosponsored by the concessioner.

22 Instilling appreciation of the park in visitors can be accomplished in many ways. For example, it  
23 can be accomplished through guided activities; the design, architecture, landscape, and decor of  
24 facilities; educational programs; interpretive menu design and menu offerings; and involvement  
25 in the park's overall interpretive program. Gift shop merchandise and displays also present  
26 opportunities to educate visitors about park history; natural, cultural, and historical resources;  
27 and sustainable environmental management.

28 Concession contracts will require the concessioner to provide all visitor services in a manner that  
29 is consistent with, and supportive of, the interpretive themes, goals, and objectives articulated in  
30 each park's planning documents, mission statement, and/or interpretive prospectus.

31 *(See Interpretive Competencies and Skills 7.4)*

#### 32 **10.2.4.5 Merchandise**

33 The National Park Service will approve the nature, type, and quality of merchandise to be  
34 offered by concessioners. Although there is no Servicewide list of specific preferred  
35 merchandise, priority will be given to those sale items that interpret, and foster awareness,  
36 understanding, and appreciation of the park and its resources. Merchandise should have

1 interpretive labeling, or include other information to indicate how the merchandise is relevant to  
2 the park and its interpretive program and themes.

3 Each concession operation with a gift shop will have a mission statement based on the park's  
4 concession service plan or general management plan. Concessioners will develop and implement  
5 a merchandise plan based on the park's gift shop mission statement. The merchandise plan must  
6 be satisfactory to the Director, and should ensure that merchandise sold or provided reflects the  
7 significance of the park and promotes the conservation of the park's geological resources,  
8 wildlife, plant life, archeological resources, local Native American culture, local ethnic and  
9 traditional culture, historical significance, and other park resources and values. The plan should  
10 also integrate pollution prevention and waste-reduction objectives and strategies for merchandise  
11 and packaging.

12 Merchandise must be available at a range of prices. Theme-related merchandise manufactured or  
13 handcrafted in the United States—particularly in a park's geographic vicinity—will be  
14 encouraged. The revenue derived from the sale of United States Indian, Alaska Native, native  
15 Samoan, and Native Hawaiian handcrafts is exempt from any franchise fee payments.

#### 16 **10.2.4.6 Artifacts and Specimens**

17 Concessioners will not be permitted to sell any merchandise in violation of laws, regulations, or  
18 NPS policies. Some merchandise may be determined by the park superintendent to be locally  
19 sensitive or inappropriate for sale, and may be prohibited for retail sale at the discretion of the  
20 superintendent. The sale of original objects, artifacts, or specimens of a historic, archeological,  
21 paleontological, or biological nature is prohibited. Replicated historic, archeological,  
22 paleontological, or biological objects, artifacts, or specimens may be sold if they are obvious  
23 replicas and clearly labeled.

24 Any geological merchandise approved for sale or exhibit by concessioners must be accompanied  
25 by appropriate educational material and a written disclaimer clearly stating that such items were  
26 not obtained from inside park boundaries. The proposed sale of any replicas, or of geological  
27 merchandise, must be addressed in the gift shop merchandise plan.

#### 28 **10.2.4.7 Rates**

29 The National Park Service must approve all rates charged to visitors by concessioners. The  
30 reasonableness of a concessioner's rates and charges to the public will, unless otherwise  
31 provided in the contract, be judged primarily on the basis of comparison with current rates and  
32 charges for facilities and services of comparable character under similar conditions. Due  
33 consideration will be given to length of season, provision for peak loads, average percentage of  
34 occupancy, accessibility, availability and costs of labor and materials, type of patronage, and  
35 other factors deemed significant by the NPS Director.

#### 36 **10.2.4.8 Risk Management Program**

1 Concession contracts require each concessioner to develop a risk management program that is  
2 (1) appropriate in scope to the size and nature of the operation; (2) approved by the  
3 superintendent, and (3) in accord with the Occupational Safety and Health Act of 1970 and the  
4 National Park Service Concession Risk Management Program. Concessioners are responsible for  
5 managing all of their operations in a manner that minimizes risk and controls loss due to  
6 accident, illness, or injury. To ensure compliance, the Service will include a risk management  
7 evaluation as part of its standard operational review of concession operations.

#### 8 **10.2.4.9 Natural and Cultural Resource Management Requirements**

9 Concessioners are required to comply with applicable provisions of all laws, regulations, and  
10 policies that apply to natural and cultural resource protection. The use, maintenance, repair,  
11 rehabilitation, restoration, or other modification of concession facilities that are listed in or  
12 eligible for the National Register of Historic Places are subject to the applicable provisions of all  
13 laws, executive orders, regulations, and policies pertaining to cultural properties. The National  
14 Park Service will assist concessioners in understanding and complying with regulations for the  
15 protection of historic properties (36 CFR Part 800) promulgated by the Advisory Council on  
16 Historic Preservation. Historic structures and their contents and museum objects that are in the  
17 control of concessioners will be treated in accordance with the appropriate standards contained in  
18 NPS guidance documents. **The Service will work closely with concessioners to integrate into**  
19 **concession activities the policies, procedures, and practices of Executive Order 13287: Preserve**  
20 **America.**

21 *(See Chapter 4, Natural Resource Management; Use of Historic Structures 5.3.5.4.7. Also see*  
22 *Reference Manual 24: the Museum Handbook, and 28: the Cultural Resource Management*  
23 *Guideline; Director's Order #38: Real Property Leasing, and #48A: Concessions Management)*

#### 24 **10.2.4.10 Environmental Program Requirements**

25 In the operation of visitor services, concessioners will be required by contract to meet  
26 environmental compliance objectives by:

- 27 • complying with all applicable laws pertaining to the protection of human health and the  
28 environment, and
- 29 • incorporating best management practices (BMPs) in all operations, construction,  
30 maintenance, acquisition, provision of visitor services, and other activities under the contract.

31 **With certain exceptions approved by the Director,** concessioners will be required by contract to  
32 develop, document, implement, and comply fully with, to the satisfaction of the Director, a  
33 comprehensive, written environmental management program (EMP) to achieve environmental  
34 management objectives. The EMP must be updated at least annually, must be approved by the  
35 superintendent, **and should be appropriate to the nature and size of the operation.** The EMP must  
36 account for all activities with potential environmental impacts conducted by the concessioner, or  
37 to which the concessioner contributes. The scope and complexity of the EMP may vary based on  
38 the type, size, and number of concessioner activities. **Environmental performance by an offeror**  
39 **is considered during the evaluation of contract proposals.**

1 The National Park Service will review concessioner compliance with the EMP under the  
2 contract. The National Park Service will also conduct environmental compliance audits of all  
3 commercial visitor services at least every three years in accordance with the concessions  
4 environmental audit program. The concessioner will be responsible for corrective actions  
5 required by law and identified during the environmental compliance audits. The National Park  
6 Service will assist concessioners in understanding environmental program requirements, and will  
7 also include an environmental management evaluation as part of its annual standard operational  
8 reviews of concession operations.

9 *(See Compensation for Damages 4.1.6; Integrated Pest Management Program 4.4.5.2;*  
10 *Compensation for Damages 5.3.1.3; Overnight Accommodations and Food Services 9.3.2. Also*  
11 *see Director's Order #48: Concession Management; Director's Order #83: Public Health)*

#### 12 **10.2.4.11 Insurance**

13 Concession contracts will identify the types and minimum amounts of insurance coverage  
14 required of concessioners in order to:

- 15 • provide reasonable assurance that concessioners have the ability to cover bona fide claims for
- 16 bodily injury, death, or property damage arising from an action or omission of the operator,
- 17 • protect the government against potential liability for claims based on the negligence of the
- 18 operators, and
- 19 • enable rapid repair or replacement of essential visitor facilities located on park lands
- 20 damaged or destroyed by fire or other hazards.

21 Concessioners will not be permitted to operate without liability insurance. Under limited  
22 conditions, concessioners may operate without property insurance, as described in Director's  
23 Order #48A: Concession Management.

#### 24 **10.2.4.12 Food Service Sanitation Inspections**

25 Concessioners who prepare food on or off park lands or serve food on park lands will be subject  
26 to inspection for compliance with all applicable health and sanitation requirements of local and  
27 state agencies, the U.S. Public Health Service, and the Food and Drug Administration.

28 *(Also see Director's Order #83: Public Health)*

#### 29 **10.2.4.13 Smoking**

30 Generally, all NPS concession facilities will be smoke free. The only exceptions—**which the**  
31 **Service does not encourage**—will be specifically designated smoking areas and rooms **if allowed**  
32 **by state and local law**. The sale of tobacco products through vending machines is prohibited.

33 *(Also see Director's Order #50C: Smoking Policy; Executive Order 13058 (Protecting Federal*  
34 *Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace))*

1 **10.2.5 Concessions Financial Management**

2 Concession contracts must provide for payment to the government of a franchise fee, or other  
3 monetary consideration as determined by the Secretary, upon consideration of the probable value  
4 to the concessioner of the privileges granted by the particular contract involved. Such probable  
5 value will be based upon a reasonable opportunity for net profit in relation to capital invested and  
6 the obligations of the contract. Consideration of revenue to the United States is subordinate to the  
7 objectives of protecting and preserving park areas and providing necessary and appropriate  
8 services for visitors at reasonable rates.

9 **10.2.5.1 Franchise Fees**

10 The amount of the franchise fee or other monetary consideration paid to the United States for the  
11 term of the concession contract must be specified in the concession contract and may only be  
12 modified to reflect extraordinary unanticipated changes from the conditions anticipated as of the  
13 effective date of the contract. Contracts with a term of more than five years will include a  
14 provision that allows reconsideration of the franchise fee at the request of the Director or the  
15 concessioner in the event of such extraordinary unanticipated changes. Such provision will  
16 provide for binding arbitration in the event that the Director and the concessioner are unable to  
17 agree upon an adjustment to the franchise fee in these circumstances.

18 **10.2.5.2 Franchise Fee Special Account**

19 All franchise fees and other monetary considerations will be deposited into a Department of the  
20 Treasury special account. In accordance with the NPS Concessions Management Improvement  
21 Act of 1998, twenty percent (20%) will be available to support activities throughout the national  
22 park system, and eighty percent (80%) will be available to the park unit in which it was  
23 generated for visitor services and funding high-priority and urgently necessary resource  
24 management programs and operations.

25 **10.2.5.3 Record-keeping System**

26 All concessioners will establish and maintain a system of accounts and a record-keeping system  
27 that use written journals and general ledger accounts to facilitate the preparation of annual  
28 concessioner financial reports.

29 **10.2.5.4 Annual Financial Reports**

30 For each concession contract, concessioners will be required to submit a separate annual  
31 financial report that reflects only the operations they are authorized to provide under that  
32 particular contract.

33 **10.2.5.5 Donations to the National Park Service**

34 The National Park Service will not solicit or accept direct donations or gifts from entities that  
35 have or are seeking to obtain a concessions contract. The Park Service will not require any

1 concessioner to donate or make contributions to the Service under any circumstance, including  
2 the incorporation of such a requirement in concession contracts. Further guidance on donations is  
3 available in Director's Order #21: Donations and Fundraising.

#### 4 **10.2.6 Concession Facilities**

5 All buildings under a concession contract are U.S. Government/Service-owned structures and are  
6 part of the overall facility inventory at each park. The concessioner may, depending on the  
7 contract, have a contractual right of compensation in the form of a leasehold surrender interest or  
8 possessory interest in one, some, or all of the buildings. Responsibilities for maintenance,  
9 environmental management, and other operational issues must be included in each concession  
10 contract. Park facility managers will work closely with the park's concession program managers  
11 to ensure that these government buildings are part of the overall park inventory and tracking  
12 systems. Park managers will ensure that possessory interests and leasehold surrender interest  
13 valuations conform to the terms and conditions of the concession contract.

##### 14 **10.2.6.1 Design**

15 Concession facilities will be of a size and at a location that the Service determines to be  
16 necessary and appropriate for their intended purposes. All concession facilities must comply with  
17 applicable federal, state, and local construction codes, and meet accessibility requirements as set  
18 forth in applicable accessibility guidelines. Proposed concession facilities must conform to NPS  
19 standards for sustainable design, universal design, and architectural design. Concession  
20 development or improvement proposals must undergo review for compliance with the National  
21 Environmental Policy Act of 1969 and section 106 of the National Historic Preservation Act (16  
22 USC 470f), and must be carried out in a manner consistent with applicable provisions of the  
23 *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*  
24 and other applicable legal requirements.

25 In addition to general park design requirements, the Park Service will apply value analysis  
26 during the design process to analyze the functions of facilities, processes, systems, equipment,  
27 services, and supplies. Value analysis must be used to help achieve essential functions at the  
28 lowest life-cycle cost, consistent with required performance, reliability, environmental quality,  
29 and safety criteria and standards.

30 *(See Facility Planning and Design 9.1.1)*

##### 31 **10.2.6.2 Accessibility of Commercial Services**

32 Concessioners share the National Park Service's responsibility to provide employees and visitors  
33 with the greatest degree of access to programs, facilities, and services that is reasonable, within  
34 the terms of existing contracts and agreements. Applicable laws include, but are not limited to  
35 (1) regulations issued under the authority of section 504 of the Rehabilitation Act of 1973, as  
36 amended (43 CFR Part 17), which prohibits discrimination on the basis of disability in programs  
37 or activities conducted by federal executive agencies; and (2) the Architectural Barriers Act of  
38 1968, which requires physical access to buildings and facilities. Where there is no specific

1 language identifying applicable accessibility laws in an existing concession contract, the Park  
2 Service will address the issue of compliance in the annual concession operating plan.

3 *(See Physical Access for Persons with Disabilities 5.3.2; Accessibility for Persons with*  
4 *Disabilities 8.2.4 and 9.1.2. Also see Director's Order #42: Accessibility for Visitors with*  
5 *Disabilities)*

#### 6 **10.2.6.3 Maintenance**

7 Concession contracts will require concessioners to be responsible for all maintenance and repair  
8 of facilities, lands, and utility systems assigned for their use, in accordance with standards  
9 acceptable to the Service. Exceptions will be made only in extraordinary circumstances, as  
10 determined by the Director. All concession contracts must include a current maintenance plan as  
11 specified in the concession contract. Maintenance plans are an exhibit to the concession contract  
12 and will be considered an integral part of a concessioner's contractual performance compliance.

13 Maintenance of historic properties and cultural landscapes will be carried out in a manner  
14 consistent with applicable provisions of the *Secretary of the Interior's Standards and Guidelines*  
15 *for Archeology and Historic Preservation*.

#### 16 **10.2.6.4 Utilities and Services**

17 Utilities include, but are not limited to, electricity, fuel, natural gas, water, disposal of  
18 wastewater and solid waste, and communication systems. The Service may provide utilities to  
19 the concessioner for use in connection with the operations required or authorized under the  
20 contract, when available, at rates to be determined in accordance with applicable laws. If the  
21 Service does not provide utilities to the concessioner, the concessioner will, with the written  
22 approval of the Director and under any requirements prescribed by the Director, (1) secure  
23 necessary utilities at its own expense from sources outside the area; or (2) install the utilities  
24 within the area, subject to conditions of the contract.

25 *(Also see Director's Order #35B: Sale of Park Utilities and Services to Support Activities within*  
26 *Parks)*

#### 27 **10.2.6.5 Closure of Commercial Operations during Government Shutdown**

28 The Anti-Deficiency Act requires federal agencies to suspend all nonessential activities  
29 whenever there is a failure to enact an appropriations bill or adopt a continuing resolution. All  
30 concessioner-operated programs and services must cease, and visitors must be asked to leave  
31 within 48 hours. All commercial facilities and services in a park will be closed to protect the  
32 safety of visitors and the integrity of park resources. Exceptions to this policy include  
33 concessions that are required for health and safety purposes or protection of the environment, or  
34 that are necessary to support park operations that are deemed essential, such as law enforcement.

35 Commercial facilities located on through-roads (roads or public highways that begin and end  
36 outside of a park, plus parkways) and public highways may remain open if doing so does not

1 result in additional costs to the park (for example, the staffing of entrance stations). These  
2 commercial facilities may include operations such as service stations, food services, stores, and  
3 lodging, or portions of such operations that will not contribute to additional park expenses. The  
4 commercial facility in question should have access directly from the road or highway and not  
5 require the reopening of park roads having other destinations. More specific aspects of closures  
6 may be guided by a Servicewide shutdown plan.

## 7 **10.2.7 Concessioner Employees and Employment Conditions**

### 8 **10.2.7.1 Nondiscrimination**

9 Concessioners will comply with all applicable laws and regulations relating to nondiscrimination  
10 in employment and the provision of services to the public. As the National Park Service strives  
11 to achieve workforce diversity, so too will concessioners be encouraged to recognize workforce  
12 diversity as a sound business practice.

### 13 **10.2.7.2 Substance Abuse**

14 In compliance with state and federal regulations condemning substance abuse, the Park Service  
15 prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol. The Service  
16 also prohibits the unlawful manufacture, cultivation, processing, or transportation of illicit drugs.  
17 This policy applies to concessioners and their employees, at any facility or in any activity taking  
18 place on NPS lands. Concessioners are required to provide and advise employees about the  
19 availability of Employee Assistance Programs addressing substance abuse problems.

## 20 **10.2.8 National Park Service Employees**

### 21 **10.2.8.1 Accepting Gifts and Reduced Rates from Concessioners**

22 NPS employees may not receive concessioner goods or services at a discount unless it is in  
23 connection with official business, is to the government's advantage, and is provided for under the  
24 terms of a concession contract. However, employees may accept reduced rates or discounts  
25 offered by the concessioner when those same reduced rates or discounts are available to the  
26 general public.

27 NPS employees may not solicit or accept, directly or indirectly, any gift, gratuity, favor,  
28 entertainment, loan, or any other thing of monetary value from a concessioner or other person  
29 who conducts operations and activities that are regulated by the Department of the Interior.  
30 Employees should consult with their ethics counselor regarding the limited exceptions to the  
31 general prohibition on accepting gifts from outside sources.

### 32 **10.2.8.2 Employment of NPS Personnel or Family Members by Concessioners**

33 Federal law prohibits government employees from making recommendations, decisions, or  
34 approvals relating to applications, contracts, controversies, or other matters in which the  
35 employee or the employee's spouse or minor child has a financial interest. Park employees may

1 not make decisions, approvals, or recommendations related to concession activities when their  
2 spouse or dependent child is employed by a park concessioner in that particular park. For  
3 example, the spouse or dependent child of the superintendent, assistant superintendent,  
4 concession staff, environmental manager, or public health specialist may not be employed by a  
5 concessioner in the specific park in which the NPS employee works.

6 *(Also see Director's Order #37: Home Businesses in Parks)*

### 7 **10.2.8.3 NPS Employee Ownership or Investment in Concession Businesses**

8 Department of the Interior policy prohibits employees and their spouses and minor children from  
9 acquiring or retaining for commercial purposes any permit, lease, or other rights granted by the  
10 Department for conducting commercial services on federal lands. Therefore, no NPS concession  
11 contract or commercial use authorization to conduct commercial services in a park will be issued  
12 to NPS employees or their spouses and minor children who are owners, partners, corporate  
13 officers, or general managers of any business seeking such a contract in federal land managed by  
14 the Department of the Interior. Further, to avoid the appearance of partiality and conflicts of  
15 interest, and to comply with ethics laws that apply to all federal employees, NPS employees may  
16 not work on any matter involving a business in which they, their spouse, or their minor children  
17 have a financial interest.

### 18 **10.2.8.4 Concession Management Personnel Qualifications**

19 To effectively carry out the concession management program, managers and supervisors will  
20 make every effort to ensure that personnel selected for positions meet the essential competencies  
21 established for the position being filled. When concession management personnel lack the full  
22 complement of essential competencies or require refresher training for their position, managers  
23 and supervisors will ensure that those employees are trained and certified as competent. All  
24 personnel vacancy announcements issued for concession management must include program  
25 competencies.

## 26 **10.3 Commercial Use Authorizations**

27 Commercial use authorizations (CUAs) which are not considered as concession contracts, may  
28 be issued pursuant to section 418 of the National Park Service Concessions Management  
29 Improvement Act of 1998 (16 USC 5966). A commercial use authorization is a permit that  
30 authorizes suitable commercial services to park area visitors in limited circumstances as  
31 described in 10.3.1. A concession contract may be issued instead of the CUA when the Director  
32 determines that such services are necessary and appropriate and/or provision of such services  
33 require certain protections such as; legal, financial and resource provisions within a concession  
34 contract. A more detailed discussion of commercial use authorizations is included in Director's  
35 Order #48B: Commercial Use Authorizations.

### 36 **10.3.1 General**

1 Commercial use authorizations may be issued only to authorize services that (1) are determined  
2 to be an appropriate use of the park; (2) will have minimal impact on park resources and values;  
3 and (3) are consistent with the purpose for which the unit was established, as well as all  
4 applicable management plans and park policies and regulations.

### 5 **10.3.2 Requirements**

6 By law, a CUA must provide for

- 7 • payment of a reasonable fee, such fees to be used, at a minimum, to recover associated  
8 management and administrative costs,
- 9 • provision of services in a manner consistent to the highest practicable degree with the  
10 preservation and conservation of park resources and values, and
- 11 • limitation of liability of the Federal government arising from the commercial use  
12 authorization.

13 No park may issue commercial use authorizations in a quantity inconsistent with the preservation  
14 and proper management of park resources and values. Each park issuing commercial use  
15 authorizations will ensure that they contain provisions for the protection of visitors and the  
16 resources and values of the park.

### 17 **10.3.3 Limitations**

18 By law, commercial use authorizations may be issued only for

- 19 • commercial operations with annual gross receipts of not more than \$25,000 resulting from  
20 services originating and provided solely within a unit of the national park system pursuant to  
21 such authorization,
- 22 • the incidental use of resources of the unit by commercial operations that provide services  
23 originating and terminating outside of the boundaries of the unit, or
- 24 • such uses by organized children's camps, outdoor clubs, nonprofit institutions (including  
25 backcountry use), and such other uses as the Secretary of the Interior deems appropriate.

26 Nonprofits will be required to obtain commercial use authorizations only when they generate  
27 taxable income from the authorized use.

### 28 **10.3.4 Construction Prohibition**

29 By law, under no circumstances will a commercial use authorization provide for or allow  
30 construction of any structure, fixture, or improvement on federally owned land within any unit of  
31 the national park system.

### 32 **10.3.5 Duration**

33 By law, the maximum term for any commercial use authorization is two years in length. No  
34 rights of renewal are associated with commercial use authorizations.

1 **10.3.6 Other Contracts**

2 Holding or seeking to obtain a commercial use authorization does not preclude a person,  
3 corporation, or other entity from submitting proposals for concessions contracts.