

**EXHIBIT A**  
**OPERATING PLAN**

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**I. Introduction**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Fort McHenry National Monument and Historic Shrine and within Hampton National Historic Site (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## **II. Management, Organization and Responsibilities**

The concession space will be as follows:

- Retail sales area located in the Education and Administrative Center , approximately 500 square feet in size.
- Office adjacent to retail sales area, approximately 92 square feet in size.
- Storage, approximately 450 square feet in size.
- Outdoor concrete pad with water and electric access for food service cart(s) located near the Education and Administrative Center .

The Service will provide permanent finishes for the retail space, including display cases, shelving, and lighting. (Reference drawings provided in Appendix B of the Prospectus.)

### ***A. Concessioner***

The Concessioner will direct this concession operation. The Concessioner shall employ an on-site manager, who carries out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concessions facilities and services in Fort McHenry National Monument and Historic Shrine and in Hampton National Historic Site. To achieve an effective working relationship between the Concessioner and the Service, the Concessioner shall designate one representative who has full authority to act as a liaison in all concession matters within Fort McHenry National Monument and Historic Shrine and Hampton National Historic Site.

### ***B. Service***

The Superintendent manages the total park operation and carries out the policies and directives of the Service, including oversight of concession contracts. The Superintendent, through his or her designee, reviews, supervises, and coordinates concession activities related to Fort McHenry National Monument and Historic Shrine and Hampton National Historic Site.

The Superintendent's designee reviews and coordinates the Concessioner's day-to-day activities; reviews operational and maintenance activities; rates, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; annual financial reports; insurance coverage; and any other contract requirements. He/she ensures necessary evaluations and inspections are performed. He/she also ensures that all Concessioner rates are approved based upon current rate comparison studies or applicable guidelines and acts as a liaison between the Concessioner and Superintendent. All correspondence, inspections and reports will be routed through the Superintendent's designee for all matters under this Contract.

All services, rates, menus, operating dates and hours, and facility improvements will be reviewed by the Superintendent's designee, and shall be approved by the Superintendent prior to implementation.

The Service retains the right to enter the Concessioner's assigned area without advance request at any time, if, in the opinion of Service law enforcement personnel at hand, such action is necessary to protect area visitors, Concessioners, and/or federal property. This right extends to any other federal, state, county, or local law enforcement personnel having authority to enforce statutes within the boundaries of Fort McHenry National Monument and Historic Shrine and Hampton National Historic Site.

### **III. Concession Operations**

#### **A. Operational Evaluations**

All Service and United States Public Health Service inspections and evaluations of the Concessioner's facilities and services will be conducted in a professional manner and will conform to current Service guidelines.

1. All services and facilities will be inspected to:

Ensure public health and safety

Ensure that satisfactory services are provided

Ensure that employee working conditions are satisfactory

Ensure that buildings and equipment are well maintained.

Ensure that interpretive and informational materials are appropriate, accurate, and relate to the park's themes.

Ensure that all facilities and programs are accessible to people of a broad range of abilities.

2. The Service and the Concessioner will inspect and monitor concession facilities and services.

3. The Concessioner will ensure that requirements are adhered to with respect to applicable standards, authorized rates, safety and public health, and physical and programmatic accessibility.

4. The Concessioner will ensure that impacts to cultural and natural resources are minimized.

5. Results of the evaluations will be forwarded to the Concessioner by the Service in a timely manner.

6. The Concessioner will cooperate with the Service in scheduling inspections and in accompanying Service staff if requested.

7. The Concessioner is required to comply with correction dates or to establish abatement plans to correct deficiencies. Abatement plans will be approved by the Service.

#### **B. Rates**

1. The Concessioner shall provide its visitor services at rates approved by the Service. Annual requests for rate changes shall be submitted by February 1<sup>st</sup> of each year. The Concessioner will provide for Service approval, a proposed menu (including portion sizes and nutritional information), recommended rate schedule, and any minimum order amount the Concessioner plans to establish for boxed lunches. The Concessioner shall supply comparability data to support proposed rates at the time approval is requested. Comparability is generally defined as comparison with the competitive marketplace with due consideration for operating differences as required by law.

2. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal.

3. The Concessioner shall provide a range of service levels, qualities, and associated prices for all goods and services provided to the public under the Concessions Contract.

4. The Concessioner will prominently post all rates for goods and services provided to the visiting public.

5. Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not equally available to the public.

### ***C. Schedule of Operation***

The Concessioner will not operate any services when the Education and Administrative Center is closed. The Education and Administrative Center is normally open 8:00 AM to 4:45 PM. The Education and Administrative Center is ordinarily closed on Thanksgiving Day, December 25 and January 1. After providing to the Concessioner notice that is reasonable under the circumstances, the Service may change these operating hours due to special events, weather, natural disasters, repair of infrastructure or other reasons.

The normal schedule of Concessions operations is as follows:

#### **1. Retail**

- a) The Concessioner will operate the merchandise sales concession year-round, and shall be open every day the park's Education and Administrative Center is open.
- b) Retail operations schedule will be 9:00 a.m. to 4:45 p.m.

#### **2. Food service cart(s)**

- a) Food service cart(s) shall operate at a minimum from April 1 through Columbus Day weekend in mid-October, and as requested by the Service for special events.
- b) For the month of April and for the weeks between Labor Day and Columbus Day, the Concessioner is required to operate the food service cart(s) during the weekends at a minimum.
- c) The Concessioner will operate the food service cart(s) seven days a week from May 1 through Labor Day.
- d) Food service cart(s) will operate from 10:00 AM until park closing each day they are open, plus additional evening hours as requested by the Service for special events.

3. **Extended hours:** Both the retail and the food service operation(s) will remain open during Tattoo Ceremonies, Defenders' Day, Flag Day and other special events for which the Education and Administrative Center remains open beyond regular closing time.

4. When necessary to close the Concession operation for employee lunches, the period of closure will not exceed thirty (30) minutes.

5. The Concessioner will furnish a sign displaying hours of operation in a location visible to the public when the sales area is closed.

6. **Boxed lunches:** For Fort McHenry National Monument and Historic Shrine, the Concessioner will make boxed lunches available for sale April 1 through Columbus Day weekend at a minimum, and may require advance reservations of no more than one week before the date of service. At a minimum, this service will

be available from 10:00 AM until 4:00 PM. There are no minimum service dates for providing boxed lunches at Hampton National Historic Site.

7. **Vending machines** will be operational, at a minimum, between April 1 and October 31.

***D. Concessioner Personnel***

Concession employees whose duties require public contact are required to wear name tags and a collared polo-type shirt to identify them as Concession staff.

Uniforms worn by Concession staff are to be neat and clean, with styles that generally reflect retail industry norms in the Baltimore area.

Concession staff shall attend training programs dealing with safety, interaction with visitors, area history, etc., that are offered by the park.

Concession staff will conduct themselves in a hospitable, helpful, friendly, positive manner; and will be capable of and willing to answer visitor questions and provide visitor assistance. The Concessioner shall take appropriate steps to enforce these requirements.

The employee lunch room located in the Education and Administrative Center is the only area designed for the consumption of meals. Beverages may be consumed in the sales area only in outdoor areas and only when no visitors are present; containers must be hidden from public view. For the health and safety of the employees, a lunch relief shall be provided.

Use of television sets and radios in the sales areas shall be for interpretive purposes only, subject to Service approval.

Employee smoking is only authorized in the Park's designated public smoking area.

***E. Training Program***

1. The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while working in the Area. At the park's discretion, a Service representative may participate in scheduled orientation sessions.

2. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. These sessions shall stress work performance, and include product and service presentation, safety, cleanliness, customer service, and National Park Service philosophy and policy. All sessions on safety must be documented in writing. The Concessioner will provide hospitality training for employees who have direct visitor contact and/or who provide visitor information. The Concessioner will provide food safety training for employees who handle food as part of their job duties.

3. The Concessioner will provide a written report annually by March 1 that lists all training administered that year. The report will include the training topic, the number of hours, the date administered, the name of the trainer, and the names of the employees who received the training.

#### IV. Scope and Quality of Service

All services are to be provided in a consistent, high-quality manner. Service standards provided by the National Park Service Operational Performance Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

##### A. Merchandising

1. *Merchandise Plan.* The Concessioner will develop and implement a merchandise plan that incorporates the Park's interpretive themes. The Concessioner will develop its plan in conjunction with the Superintendent's designee. The Plan will clearly describe the categories and types of products approved for sale and outline the process by which the Service approves new merchandise. The merchandise plan and an inventory of merchandise must be submitted to the Superintendent **within 60 days** of the effective date of Contract execution, and will be reviewed and updated annually by March 1 of each year.
2. *Items Available for Sale.* Items that have a direct relationship to the interpretive themes of the Park should make up the majority of the items for sale. The interpretive themes of the park are as follows:
  - a. Primary themes
    - Fort McHenry as the "Birthplace of the Star-Spangled Banner"
    - A Convergence of Symbols: The symbolic meaning of Fort McHenry is magnified by its association with the national anthem and the flag during the War of 1812.
    - The Defense of Baltimore during the War of 1812
  - b. Secondary themes should be represented as space allows and as appropriate products are available. The secondary themes are:
    - National Defense, Fort McHenry as a First System fortification, and the Fort Community that Supported It.
    - The Constitutional Challenge during the Civil War: During the Civil War, Fort McHenry became a battleground over constitutional rights and federal authority. This theme focuses on the divided loyalties of Maryland's residents and on the steps that President Lincoln took to maintain federal authority and keep the state in the Union.
    - The Fort and the Chesapeake Bay: This explores how Fort McHenry's history and activities have been shaped by its location on the bay and proximity to Baltimore. This recognizes the park's increasing partnerships in bay stewardship at a local and regional level.

Items that promote the mission of the Service or provide information regarding other units of the National Park System may also be offered.

A range of merchandise in different price ranges must be offered. In particular, inexpensive collectibles along with clothing and children's merchandise that have a relationship with Park

interpretive themes must be offered for sale. Books and other interpretive media offered must address a range of ages and reading levels and educational levels.

The Concessioner is encouraged to sell items made in the USA. The Concessioner may sell visitor convenience items such as film, batteries, and rain ponchos.

The Superintendent has the right to review and approve all merchandise sold in the Park. New merchandise items under consideration will be submitted for approval at least 15 days prior to their being offered for sale. The Service's rights regarding the nature, type, and quality of merchandise sold or provided by the Concessioner within the Park are set out in Section 3(d) of the Contract.

3. *Prohibited Items*

The Service may exercise its discretion to determine that certain items may be inappropriate and unacceptable for sale.

The Concessioner may not sell or display the following:

- a. Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, and items that reflect a lack of concern for the environment or culture.
  - b. Gifts and souvenirs which are commonly found outside the Park and that do not relate to identified Park themes.
  - c. Articles that are mislabeled as to character or origin, or otherwise misrepresented.
  - d. Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.
  - e. Tobacco products.
  - f. Items that contain inaccurate or misleading information.
  - g. Archeological specimens or objects of American Indian origin over 100 years old regardless of origin.
  - h. Plant materials and other natural materials if obtained from units of the National Park System.
  - i. Animal skins, taxidermy specimens, etc., containing parts from threatened or endangered species. Such items must not be incorporated into merchandise or used in displays.
  - j. Alcoholic beverages.
4. *Labeling*. All merchandise must be marked with a selling price, point of origin or other identification as available. Identical items may be marked by a single sign rather than individually. As appropriate, labeling should clearly and concisely relate the product back to the Park's interpretive themes. Point of origin may not be covered by labeling.
5. *Facility and Merchandise Appearance*
- a. General Appearance. Where applicable, views from the exterior looking in should not be impeded by signs in windows or other obstructions.

- b. Floors. Floor areas are to be clean and free of clutter and, at all times, fully accessible to wheelchair users and those using other mobility assistive devices such as walkers. A routine cleaning program should occur at a minimum of once per day, either before daily opening or at the end of the day, with special attention to all floors.
  - c. Glass. Merchandise shelves and other glass areas (e.g., store windows) are to be well-maintained, and free of dust and fingerprints.
  - d. Merchandise Display. Products that might present safety or security concerns for children are to be maintained in areas that are not within easy reach and can be easily monitored or controlled by the Concessioner. Displays should not be top-heavy, and special attention should be paid to the appropriateness of merchandise near checkout areas. All merchandise should be undamaged, rotated on a regular basis, and checked for cleanliness. Items of interpretive value and general value in cultural and natural education will be prominently displayed.
  - e. Storage. Merchandise is to be stored securely during off hours, and not be allowed to accumulate on the floor. Storage areas should be kept neat and clean and to the extent possible, remain out of view to visitors.
6. *Deliveries*. The Concessioner should arrange deliveries to minimize interference with visitor services. All deliveries must be received only through the service entrance and be moved to Concessioner assigned space immediately upon receipt.

## **B. Food and Beverage Service**

Due to the nature of some of the historic objects that may be on exhibit in the Education and Administrative Center, no food or beverage can be allowed in the Education and Administrative Center unless the area where it is consumed is completely separated from the exhibit area. Therefore, all food and beverage service activity must occur outside the Education and Administrative Center except for the following: Box lunches may be served in the multipurpose room provided that the space is closed off from the rest of the Education and Administrative Center during the period when food is being served and consumed.

The Concessioner must use a service entry door to gain access to storage areas inside the Education and Administrative Center where food is stored so that food is not being carried through the public areas of the Education and Administrative Center. Food deliveries must be delivered to the service entry rather than the public entry and must be moved to Concessioner assigned space immediately upon receipt.

All food and beverage services must comply with all applicable health and sanitation requirements of local and state agencies, the U.S. Public Health Service, and the Food and Drug Administration.

### **1. Vending machines**

The vending operation will consist of up to four machines dispensing prepackaged snacks (but not gum), and dispensing cold beverages. The location and number of vending machines shall be subject to the approval of the Superintendent.

From April 1 to October 31 at a minimum, the Concessioner is responsible for keeping the machines clean, adequately stocked and operational at all times that the park is open to the public. Requests for refunds will be

directed to the gift shop salesperson. The Concessioner will install signs in vending areas identifying the vending machine operation as a function of the Concessioner, using language as it appears in Concession Guideline (NPS-48), Chapter 18, Page 11.

## **2. Food service cart(s)**

The Concessioner is responsible for providing well-maintained, clean, tidy food service cart(s) that meet all applicable food safety requirements and is/are appropriately sized for the expected volume of sales.

A maximum of two food carts will be allowed.

The Service shall approve the menu. The menu will maintain a price range and variety of food services that will accommodate the general range of park visitors. Typical items for sale will be pre-packaged sandwiches, cut-up fruit and vegetables, hot pretzels, and assorted beverages. At least one entrée on the menu will be vegan (meaning it contains no meat, poultry, fish, eggs, dairy or honey, or byproducts of these foods such as gelatin or whey).

The Concessioner should minimize the amount of individually prepackaged beverages sold (such as cans, bottles, cartons and drink boxes).

The Concessioner is encouraged to sell some souvenir items at the food cart location subject to Service approval such as postcards and the Park guide book.

## **3. Boxed lunches**

The Concessioner will offer, via prior advance arrangements, boxed lunches at Fort McHenry National Monument and Historic Shrine. This service is authorized at Hampton National Historic Site.

The standard boxed lunch will consist of, minimally, one entrée, one beverage and one healthy snack such as fruit or vegetables. The choices for entrees must include at least one vegan choice. No single item in each boxed lunch will be larger than a single serving size.

The Concessioner may customize the contents of the boxed lunches to suit customer needs.

With advance arrangement with the park, the Concessioner may serve boxed lunches in the multipurpose room of the new Education and Administrative Center under the condition that the space is closed off from the rest of the Education and Administrative Center during the period when food is being consumed. The Concessioner may also serve the boxed lunches outdoors.

For boxed lunches ordered for Hampton National Historic Site, the Concessioner will be responsible for delivering the meals to Hampton National Historic Site in a timely fashion and with proper food storage that ensures the food's health and safety.

## **4. Nutrition standards**

### **Rationale**

The park is particularly concerned about ensuring nutritional standards due to the high volume of students who visit the park and the growing national concern over obesity and diabetes. The United States Department of Agriculture's Food and Nutrition Service (FNS) is the federal agency responsible for the national school lunch program. FNS offers guidance to local educational agencies (i.e., states), who are required under Public Law

108–265 to develop local wellness policies that include nutrition guidelines, and has cited California as having an exemplary local wellness policies (“At the State level, the most comprehensive nutrition standards have been developed by West Virginia, California, and Texas,” from USDA Team Nutrition resource, “Establish Nutrition Standards for Competitive Foods,” available online at [http://www.fns.usda.gov/TN/Resources/e\\_app1.pdf](http://www.fns.usda.gov/TN/Resources/e_app1.pdf)).

This operating plan borrows from the state of California’s school nutrition standards because the California standards are easily measurable and also because free, online tools are available for evaluating whether foods meet those standards. Additionally, due to the large size of the California public school system, products that meet the California standards are commercially available. By contrast, the standards in place for state of Maryland and the city of Baltimore (the location of the Area for which this operating plan serves) have a much lower level of specificity than those contained in the California standards.

This operating plan provides more room for choice than the California standards by allowing a higher calorie count for entrees, and rather than prohibiting beverages that do not meet the standards, it requires that beverages meeting the standards are among the choices available to the visitors.

### **Standards**

The following nutrition standards apply to all food sold by the Concessioner as part of this concession operation, including food sold through vending machine(s), from food service cart(s) and as part of boxed lunches.

a. All snacks sold by the Concessioner must meet the nutritional standards set by the state of California for snacks sold in middle and high schools during the school day (see California Education Code Section 49430-49431; commonly called “California SB-12”). These standards require that snacks meet the following criteria:

(1) Not more than 35 percent of its total calories shall be from fat. This paragraph does not apply to the sale of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, or legumes.

(2) Not more than 10 percent of its total calories shall be from saturated fat. This paragraph does not apply to eggs or cheese packaged for individual sale.

(3) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugars. This paragraph does not apply to the sale of fruits or vegetables that have not been deep fried.

(4) No more than 250 calories per individual food item.

“Snack” means a food that is generally regarded as supplementing a meal.

b. All entree selections sold by the Concessioner shall contain no more than 500 calories per entrée and shall contain no more than 4 grams of fat per 100 calories contained. “Entrée” means a food that is generally regarded as being the primary food in a meal.

c. At least 25% of all beverage choices offered by the Concessioner, and at least two beverages the Concessioner offers for boxed lunches, must meet the nutritional standards set by the state of California for

beverages sold in middle and high schools during the school day. These standards require that a beverage meet one of the following criteria:

- (1) Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener.
- (2) Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener.
- (3) Drinking water with no added sweetener.
- (4) Two-percent-fat milk, one-percent-fat milk, nonfat milk, soy milk, rice milk, and other similar nondairy milk.
- (5) An electrolyte replacement beverage that contains no more than 42 grams of added sweetener per 20-ounce serving.

d. No food or beverage sold by the Concessioner may contain trans fats.

#### **5. Nutrition information signage**

The Concessioner will install signs in vending areas stating that all snacks being sold meet the nutrition standards enumerated above.

The Concessioner will post nutrition information including at minimum the number of calories and number of grams of fat per serving for foods sold at the food service cart(s). This information must be posted in a location easily visible to visitors, but is not required to be posted on the menu itself. A single food item (e.g., a bag of chips) may not be considered more than one serving unless the number of servings per item is stated clearly in the nutrition information posted.

The Concessioner will make available upon request the nutrition information of boxed lunches/catered food. This information will include at minimum the number of calories and number of grams of fat per serving.

#### ***C. Non-Personal Interpretive Services***

The Concessioner will explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals. Interpretive messages will be included on paper bags, etc.

The Concessioner will be required to make Park brochures and interpretive program schedules available to visitors.

#### **V. Reports**

**A. Incident Reports:** The Concessioner will immediately report to the Superintendent's designee any personal injuries, fatalities or visitor-related incidents; property damage over \$500; any fire; all motor vehicle accidents; any incident that affects the park's natural and/or cultural resources; and any known or suspected violations of law involving persons not employed by the Concessioner.

**B. Human Illness Reports:** Information on all human illnesses, whether employees or visitors, is to be promptly reported to the Superintendent's designee who will notify the U.S. Public Health Service Sanitarian. This information, along with other information received, will be evaluated by the Sanitarian to help

identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

**C. Visitor Use Report:** The Concessioner shall provide the Service a monthly report on numbers of transactions on cash register tapes. The report will be due on the first day of each month.

**D. Summary of Initial and Recurring Due Dates**

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Responsible party	Title	Schedule	Due Date	Reference
Concessioner	Rate Schedule and Annual Rate Change Request	Initial/Annually	<b>February 1</b> of each year	Operating Plan Sec. III B 1.
Concessioner	Menu Review and Approval	Initial/Annually	<b>Within 15 days</b> of the effective date of the Contract. Updates due by <b>February 1</b> of each year	Operating Plan Sec. III B 1.
Concessioner	Training Program report	Annually	<b>March 1</b> of each year	Operating Plan Sec. III E 3.
Concessioner	Certificate of Insurance and Statement of Insurance	Initial / Annually	By <b>March 1st</b> each year, or not less than 30 days prior to occupancy	Insurance Requirements, Exhibit F, Sec. VI
Concessioner	Merchandise Plan and Inventory of Merchandise	Initial / Annually / As needed	<b>Within 60 days</b> of the effective date of Contract execution. Updates due by <b>March 1</b> of each year. New items under consideration will be submitted for approval <b>at least 15 days prior</b> to their being offered for sale.	Operating Plan Sec. IV A 1; Sec. IV A 2 b.
Concessioner	Risk Management Plan	Initial/Annually	<b>Within 60 days</b> of the effective date of the Contract. Updates due by <b>March 1</b> of each year	Operating Plan Sec. VI B
Concessioner	Environmental Management Program	Initial/Annually	<b>Within 60 days</b> of the effective date of the Contract. Updates due by <b>March 1</b> of each year	Contract Sec. 6 (b) (1)
Concessioner	<a href="#">Annual Financial Report</a>	Annually	No later than <b>120 days after the last day of the Concessioner's fiscal year</b>	Contract Sec. 13 (b)
Concessioner and NPS	Annual joint inspection of facilities and lands assigned to Concessioner	Annually	Date established by the Service in consultation with the Concessioner	Maintenance Plan, Sec. IV.
Concessioner	Maintenance Program Proposal	Annually	December 1	Maintenance Plan, Sec. IV.
Concessioner	Visitor Use Reports	Monthly	<b>First day of each month</b>	Operating Plan Sec. V C
Concessioner	Franchise Fee Remittance Proof	Monthly	By the <b>15th</b> day of the following month of each month of operations	Contract Sec. 10 (b)
Concessioner	Promotional materials	As needed	<b>At least 30 days prior</b> to projected need/printing dates	Operating Plan Sec. VIII
Concessioner	Incident Reports	As needed	<b>Immediately upon incident</b>	Operating Plan Sec. V A
Concessioner	Human Illness Reports	As needed	<b>Immediately upon incident</b>	Operating Plan Sec. V B

The following chart summarizes reports, inspections and reviews that the Concessioner should expect from the NPS.

Responsible party	Title	Schedule	Due Date	Reference
NPS	<a href="#">Concession Operational Performance Report</a> ; <a href="#">Contract compliance</a> ; <a href="#">Annual Overall Rating</a>	Annually		Operating Plan Sec. III A
NPS	Operating Plan	Annually/As requested by NPS	NPS will review annually and revise as determined necessary.	Operating Plan Sec. I
NPS	Maintenance Plan	Annually/As requested by NPS	NPS will review periodically and revise as determined necessary.	Maintenance Plan Sec. I

**VI. Risk Management Program**

A. Per the Occupational Safety and Health Act of 1970, the Concessioner will provide a safe and healthful environment for all of its employees and visitors.

B. The Concessioner will develop, maintain, and implement a documented safety program ("Risk Management Plan"). An initial submittal and request for approval of this plan will be made to the Superintendent within 60 days of the effective date of contract execution, and will be reviewed and updated annually by March 1 of each year. The plan must address the following:

- a. Management’s Policy Statement, Duties, Employees’ Responsibilities, and Administration
- b. Inspection and Abatement
- c. Accident Investigation and Reporting
- d. Safety/Health Committee
- e. Training
- f. Emergency Procedures

**VII. Complaints**

All complaints regarding service or operation of vending machines shall be handled by the Concessioner. The Service will send complaints or comments it receives regarding Concession Facilities to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent.

In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (name of Concessioner), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to: Superintendent  
Fort McHenry National Monument and Historic Shrine  
East Fort Avenue  
Baltimore, MD 21230-5393

### **VIII. Advertisements/Public Information**

All promotional material must be approved by the Service prior to publication, distribution, broadcast, or other means of dissemination. Advertisements must include a statement that the Concessioner is authorized by the Department of the Interior, National Park Service, to serve the public in Fort McHenry National Monument and Historic Shrine. Brochures should be submitted to the Service for review at least 30 days prior to projected need/printing dates. The Service will make every effort to respond to minor changes to brochure within 15 days. Longer periods may be required for major projects or where National Park Service assistance is required to help develop the product. The Concessioner should contact park staff well in advance to establish specific time frames for each project.

Advertisements for employment must contain a statement that the company is an equal opportunity employer.

All signs on or near buildings are to be approved in advance by the Service.

All advertisements and public information must meet NPS accessibility standards.

### **IX. Security and Fire Protection**

#### **A. National Park Service Responsibilities**

The Service responds to emergencies and incidents involving public safety and violations of the law.

Service employees live in the park and are ordinarily available 24 hours a day.

An emergency escape plan for the Education and Administrative Center will be posted on appropriate bulletin boards.

In the case of a terrorism threat (change in the National Homeland Security threat level or a terrorism advisory for the Baltimore area), or weather or local emergency, the Service will notify the Concessioner of any change in operating hours or activities.

Concession staff will be subject to security clearances at the time of hiring.

#### **B. Concessioner Responsibilities**

The Concessioner is responsible for opening and closing the gift shop and for securing the gift shop at night, during lunch periods and other times as appropriate when Concession staff cannot be present in the sales area.

The Concessioner will see that assigned storage areas are secured at all times.

The Concessioner will provide for the secure storage of cash and other valuables involved in the operation. This will include a safe of a design considered adequate by the Superintendent.

The Concessioner will provide the Superintendent with a key to the gift shop and storage area for use in emergencies.

In case of a burglary or theft (shoplifting) a Service law enforcement officer should be called.

## **X. Recycling and Conservation**

**A. Source Reduction:** The Concessioner will implement a source reduction program designed to maximize the sustainability of the consumable and durable goods it purchases for its operations, using the following Leadership in Energy and Environmental Design (LEED) definitions for sustainable purchasing.

**For consumable goods** (materials with a low cost per unit that are regularly used and replaced through the course of business), sustainable purchases are those that meet one or more of the following criteria:

1. Purchases contain at least 10% postconsumer waste and/or 20% postindustrial material.
2. Purchases contain at least 50% rapidly renewable materials.
3. Purchases contain at least 50% materials harvested and processed or extracted and processed within 500 miles of the project.
4. The purchases consist of at least 50% Forest Stewardship Council (FSC)-certified paper products.
5. Batteries are rechargeable.

*Source: LEED for Existing Buildings: Operations and Maintenance, April 2008, page 46.*

**Sustainable purchases for electric-powered equipment** must either be ENERGY STAR labeled or be purchased to replace conventional gas-powered equipment.

**Sustainable purchases for furniture** are those that meet one or more of the following criteria:

1. Purchases contain at least 10% postconsumer waste and/or 20% postindustrial material.
2. Purchases contain at least 70% material salvaged from off-site or outside the organization.
3. Purchases contain at least 70% material salvaged from on-site, through an internal organization materials and equipment reuse program.
4. Purchases contain at least 50% rapidly renewable materials.

5. Purchases contain at least 50% Forest Stewardship Council (FSC)-certified wood.
6. Purchases contain at least 50% materials harvested and processed or extracted and processed within 500 miles of the project.

*Source: LEED for Existing Buildings: Operations and Maintenance, April 2008, page 47.*

**Sustainable purchases for food and beverages** are those that meet one or both of the following criteria:

1. Purchases are labeled USDA Certified Organic, Food Alliance Certified, Rainforest Alliance Certified, Protected Harvest Certified, Fair Trade or Marine Stewardship Council's Blue Eco-Label.
2. Purchases are produced within a 100-mile radius of the site.

*Source: LEED for Existing Buildings: Operations and Maintenance, April 2008, page 53.*

**Sustainable purchases for cleaning materials and products** are ones that meet the appropriate standards from Green Seal or Environmental Choice standards, or that meet the US EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners. Hand soaps should contain no antimicrobial agents except where required by health codes and/or other regulations. *Based on LEED for Existing Buildings: Operations and Maintenance, April 2008, pages 76-77.*

In addition to maximizing the number of goods that meet the sustainability guidelines above, the Concessioner will:

- Minimize the amount of packaging and disposable items used. Polystyrene and plastics will be used as little as possible and then only polystyrene not containing chlorofluorocarbons.
- Use and supply bulk condiments to minimize packaging. Beverages and food items will be sold in recyclable or compostable containers where feasible and practicable.
- Purchase only certified fair trade coffee.
- Purchase only high-efficiency light bulbs (e.g., compact fluorescent lamps, or CFLs) for any Concessioner-supplied lighting.

**B. Recycling:** The Concessioner shall implement a recycling program that fully supports the efforts of the Service, with a goal of reusing, recycling or composting at least 50% to 70% of the ongoing consumables waste stream. The Concessioner will be required to recycle, at a minimum, glass, plastics, bi-metal cans, aluminum cans and batteries (portable dry-cell batteries, single use batteries, and rechargeable batteries). The Concessioner will be required to compost organic matter.

Dated at Fort McHenry National Monument and Historic Shrine this \_\_\_\_ day of \_\_\_\_\_.

UNITED STATES OF AMERICA

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Gay Vietzke  
Superintendent  
Fort McHenry National Monument and Historic Shrine  
National Park Service