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1) 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 Fire Island National Seashore (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.

2) DEFINITIONS

A) **Environmentally Preferable**
Products or services that have a lesser or reduced negative effect on human health and the environment when compared with completing products or services that serve the same purpose. These include those products for which standards have been established for federal agency facilities and operations.

B) **Environmental Purchasing**
Purchasing of environmentally preferable products

C) **Post-Consumer Material**
Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal

D) **Recycling**
To treat or process (used or waste material) so as to make them suitable for reuse

E) **Service Policy**
The directives, policies, instructions, and guidance regarding the National Park System and the Service which are in writing and approved by the Secretary of Interior or a Department of Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service policy is available upon request from the Service.

F) **Waste Prevention**
Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Wasted prevention also refers to the reuse of products or materials.

G) **Waste Reduction**
Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT, ORGANIZATION AND COMMUNICATION RESPONSIBILITIES

A) **Concession Organization**
To achieve an effective working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who

I) Has the authority and the managerial experience for operating the authorized Concession Facilities and services required under the Contract

II) Employs a staff with the expertise and training necessary to operate all services authorized under the Contract

III) Has full authority to act as a liaison in all concession administrative and operational matters within the Area

IV) Has the responsibility for implementing the policies and directives of the Service under the Contract

V) The Concessioner must designate an assistant manager or an acting "manager/supervisor on duty" to carry out all responsibilities of the general manager. There must be at least an acting "manager/supervisor on duty" at each location at all times.

VI) The Concessioner must meet at least weekly during the operating season with the Superintendent or the Superintendent's designee (generally the Concession Specialist) to discuss Concession operations and address any issues

VII) Contact Information: The Concessioner must provide a current list to the Service with detailed contact information. The list should include all appropriate points of contact working for or on behalf of the Concessioner under the Contract.

B) **National Park Service Organization**

I) The Superintendent manages the Area with responsibility for all operations, including appropriate oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concession activities relating to the Area. This includes:

II) Evaluation of Concessioner services and Concession Facilities and related operations;

(a) Review and approval of rates charged for all services

(b) Review and approval of construction and all improvements to Concession Facilities.

III) The Superintendent or the Superintendent's designee (generally the Concession Specialist) will meet at least weekly during the operating season with the Concessioner to discuss concession operations and address any issues.

4) **<u>GENERAL OPERATING STANDARDS AND REQUIREMENTS</u>**

A) **Schedule of Operations**

I) Operating Season - The Concessioner must provide visitor services throughout the Operating Season. The Operating Season is defined as follows:

(a) The beginning of the operating season will be no later than May 15 of each year unless May 15 is a Monday or Tuesday. If May 15 is a Monday or Tuesday, the operating season will begin no later than the Saturday before May 15 of that year.

(b) The end of the operating season will be no earlier than October 15 unless October 15 is a Thursday or Friday. If October 15 is a Thursday or Friday, the Concession must close operations no earlier than the Sunday following October 15 of that year.

(c) Season definitions

- The **spring shoulder season** is defined as the beginning of the operating season through the Thursday before the last weekend in June.
- The **fall shoulder season** is defined as the Tuesday following the first Monday in September (i.e., the Tuesday after Labor Day weekend) through the end of the operating season.
- The **summer season** is the operating period between the shoulder seasons.

(d) The following chart provides a summary of the minimum operating dates for the term of the Contract.

Year	Beginning of operating season (spring shoulder season)	Beginning of summer season	Beginning of fall shoulder season	Last required date of operation
2018	May 12	June 28	September 4	October 15
2019	May 15	June 27	September 3	October 15
2020	May 15	June 25	September 8	October 18
2021	May 15	June 24	September 7	October 17
2022	May 15	June 23	September 6	October 15
2023	May 13	June 22	September 5	October 15
2024	May 15	June 27	September 3	October 15
2025	May 15	June 26	September 2	October 15
2026	May 15	June 25	September 8	October 18
2027	May 15	June 24	September 7	October 17

(e) Extending the operating season: The Concessioner may extend the season and/or operate year-round with prior, written approval of the Superintendent. The Service is organized to provide services described in this Contract and Operating Plan only through the Operating Season. If changes to utility systems are necessary to accommodate an extended season, such changes shall be at the Concessioner's expense.

(f) Operating Hours

- The Concessioner will monitor the level of customer demand at all food and beverage outlets and, after consultation with the Service, request adjustments to the operating hours as needed. The Concessioner must obtain written approval from the Service before making any changes to operating hours.
- The Concessioner must provide services during the following minimum hours

Watch Hill			
	Dockmaster's Office	**Food and Beverage Service**	**Store; Campground check-in**
Spring shoulder season	Mon-Thurs: 11 AM - 4:00 PM. Fri, Sat, Holiday Sundays: 9 AM to 10 PM. Non-holiday Sundays: 9 AM to 4:00 PM.	Sun through Thurs: 11:00 AM -4:00 PM. Fri-Sat: 11AM-10PM.	11:00 AM -4:00 PM, seven days per week.
Summer season	8 AM - 11 PM, seven days per week. Security present during non-operating hours.	Mon-Wed: 9:30-8 PM. Thurs-Sat 7AM-10PM Sun: 7AM-6PM	Sun-Thurs: 9:30AM-5:15PM. Fri-Sat: 9:30AM-8:30PM.

Fall shoulder season	Mon-Thurs and non-holiday Sundays: 9 AM - 4 PM. Fri, Sat, Holiday Sundays: 7 AM - 10 PM.	Sun through Thurs: 11:00 AM -4:00 PM. Fri-Sat: 11AM-10PM.	11:00 AM -4:00 PM, seven days per week.

Sailors Haven		
	Dockmaster's Office	**Snack Bar and Gift Shop**
Spring shoulder season	Sun-Thurs: 9 AM - 7 PM. Fri, Sat, Holiday Sundays: 7 AM - midnight.	Mon-Fri: 10:15AM-1:30PM Sat-Sun: 10:15AM-4PM
Summer season	Sun-Thurs: 9 AM - 11 PM. Fri, Sat, Holiday Sundays: 7 AM - midnight. Security present during non-operating hours.	Mon-Thurs: 10:15AM-5:15PM Fri-Sun: 9AM-6:15PM
Fall shoulder season	Sun-Thurs: 9 AM - 7 PM. Fri, Sat, Holiday Sundays: 7 AM to midnight.	11AM-3PM, seven days per week.

II) Annual Operating Schedule

(a) The Concessioner must submit each year, by March 1, its proposed operating schedule including opening and closing dates for each visitor service and hours of operation for each visitor service

(b) The Concessioner must adhere to the minimum operating season and minimum operating hours provided in this section

(c) The schedule is subject to approval from the Service

(d) The Concessioner may make minor daily deviations from stated hours and dates with prior approval from the Service. This may include closure due to poor weather conditions, **but no deviations are allowed without prior notification to the park.**

(e) In addition to the minimum operating schedule provided in this Contract, the Concessioner must make assigned bathrooms within its assigned area available to visitors' off-season when the Service requests access. This will generally be, if not exclusively be, for off-season school group use.

B) **General Policies**

I) Authorized Use. Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services required by the Contract without prior written permission from the Service.

II) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities.

III) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking is available at http://www.nps.gov/policy/DOrders/DOrder50D.html.

IV) Reservations. The Concessioner will use a central computerized reservation system for all campground sites and marina rentals offered under the Contract. The Concessioner will accept reservations on a 365-day forward rolling basis. Visitors must also be able to make reservations for future visits at the front desk of the administrative facilities.

(a) Staff. The Concessioner will adequately staff the reservations office on a business year basis and will increase staff, as necessary, to meet needs during peak periods.

(b) Reservation Services. Reservation services will be available, at a minimum, via telephone, mail, e-mail, and via the Concessioner's computerized reservation system. The Concessioner must make assistive technology for the hearing-impaired (such as TTY) available for use.

(c) Cancellation Policy. The Concessioner may charge a cancellation fee for late cancellations based on cancellation policies determined by area comparisons and approved by the Service.

(d) Deposits/Refunds. The deposit and refund policies will be included in all accommodation brochures and reservation confirmations.

- A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit card. Deposits may not be more than one day's current approved rate and will be honored even if there are subsequent rate changes. The Concessioner's deposit policy must be approved by the Service.
- Refunds will be processed within two weeks of cancellation.

(e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, will be honored during the entire time of the stay.

(f) Credit Cards. The Concessioner must honor, at a minimum, two different major credit cards.

V) Lost and Found. The Concessioner, at its own expense, will establish and provide an effective lost and found program in its Concession Facilities. Procedures for the handling of lost and found property will conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 CFR 101-48. Current versions of these documents can be obtained by contacting the Service. The Concessioner will submit its lost and found program to the Service for approval within 120 days of the effective date of the Contract.

(a) The Concessioner must return items found in the Concessioner's area to the owner if identifiable.

(b) For other items found, the Concessioner must tag the items, listing the item found, location found, date and time found, and by whom it was found. If an item is not claimed within seven (7) days, the Concessioner must turn it over to the Service or mail or transmit it to the Service in accordance with the Service Lost and Found Policy. The Concessioner must report the finding of items of obvious significant value (jewelry, expensive watches), or wallets/purse's containing money and/or credit cards, etc., immediately to the Service by calling 631-687-4757.

(c) The Concessioner may return items obviously purchased in concession gift shops to gift shop inventory if not claimed within the time allotted for claims by owner, owner's authorized representative, or the finder.

VI) Vehicles

(a) Identification. Concessioner service ground transportation may be discreetly identified with the Company name and logo. All lettering should be no larger than three and one half inches in height.

(b) Licensing, Insurance, Maintenance, and Registration. All vehicular equipment used by the Concessioner to perform services under the Contract, will be properly registered, licensed, insured, and maintained in accordance with Applicable Laws.

VII) Abandoned Property. The Concessioner will take necessary steps to remove abandoned property in a timely manner and will not store any abandoned property within any of its assigned facilities longer than 30 days.

VIII) Visitor Comments

(a) In order to elicit responsive visitor comments, the Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall park experience. It will be the responsibility of the Concessioner to make sure that there is an adequate inventory of comment cards at

appropriate locations within the Concession Facilities, and to provide a website for online visitor comment/feedback.

(b) The Concessioner will investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. A copy of the initial comment, Concessioner's response, and any other supporting documentation will be promptly provided to the Service, and the Service will copy the Concessioner on any response sent.

(c) Visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to safety of visitors or employees, or concern the safety of Area resources will be provided to the Superintendent immediately upon receipt.

IX) Pets and Pet Waste Collection

(a) The Concessioner will establish policies relative to allowing pets within the camping area and will, at a minimum, require owners to keep their pets leashed and otherwise under control at all times. Policies will be reviewed and approved by the Superintendent.

(b) The Concessioner will establish pet waste collection stations at various locations within the Concession Facilities to ensure proper disposal of pet waste by the visitors to the area. The pet waste stations will include, but will not be limited to, proper signage describing the process, the necessary materials to pick up the pet waste, and disposal locations. The costs associated with pet waste collection will be borne by the concessioner. All signage will be approved by the Service prior to installation.

X) Sanitary Pump Outs

(a) Operations. The Concessioner will provide sanitary pump-out facilities at designated locations within the marina area. The pump-outs will be of a sufficient number and type to service the visiting public without unreasonable waiting times. There will be no additional charges levied for this service. Equipment and facilities will be provided for the emptying of gray and/or black water tanks. All holding tanks and wastewater delivery lines will meet all Applicable Laws.

(b) Training. The Concessioner will ensure that employees are trained in the proper operation of the pump-outs so that they can assist visitors on the appropriate steps and safety measures to prevent sewage spills.

C) **Rate Determination and Approval Processes**

I) Annual Rate Changes. The Concessioner must provide its visitor services at rates approved by the Service. The Concessioner must submit annual requests for rate changes by March 1st of each year for rates for the upcoming calendar year. The Concessioner must supply comparability data to support proposed rates at the time approval is requested. The Concessioner must submit all rate increase requests in writing and must provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. The Service will promptly (no later than March 21 of the same year) approve, disapprove, or adjust rates, and will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment.

II) When requesting rate changes, the Concessioner must include pertinent information about the rate, product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. For food service requests, this must include an indication of which items will be regularly on the menu and which will be special or limited runs.

III) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the most recent Service Concession Management Rate Administration Guide ("Rate Administration Guide") (a copy which can be

obtained by contacting the Service) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.

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

V) If the Concessioner offers an item or service at less than the optimum condition because of unavailable amenities or condiments, or because of poor service or other conditions, the item or service must be discounted. This should not be construed to condone shortages or running out of items on a regular basis and should be used only in unavoidable situations.

VI) The Service will strive to approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 21 days of the rate request submittal. If the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this will not be normal procedure. If the Service needs a longer response period, the Service will contact the Concessioner and negotiate a response date.

VII) Rate Compliance. The Service will check rate compliance during periodic operational evaluations and throughout the year. The Concessioner must use approved rates until superseded by written changes approved by the Service.

VIII) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public, or properly price and label items on shelves.

IX) Marina and Campground Rates. The Concessioner must develop its rates using Direct Comparability Guidelines. These guidelines are defined in the Service Concession Management Rate Administration Guide ("Rate Administration Guide").

X) Merchandise Rates. The Concessioner must develop its rates using Competitive Market Declaration guidelines. These guidelines are defined in the Service Concession Management Rate Administration Guide ("Rate Administration Guide").

XI) Convenience Items, Prepackaged Snacks and Beverages. The Concessioner must develop its rates for convenience items, and prepackaged snacks and beverages using the Manufacturer's Suggested Retail Price where applicable. Where not applicable, the Concessioner must develop its rates for snack and beverage service on Markup Percentage as defined in the Service Concession Management Rate Administration Guide ("Rate Administration Guide").

XII) Food and Beverage Rates. The Concessioner must develop its rates for food and beverage service in accordance with Core Menu Guidelines as defined in the Service Concession Management Rate Administration Guide ("Rate Administration Guide").

XIII) Rental of Facilities for Special Events. If the Concessioner offers special event services, it must develop its rates for such services by Competitive Market Declaration as defined in the Service Concession Management Rate Administration Guide ("Rate Administration Guide").

D) **Purchasing**

I) Competitive Purchasing. Purchases may be made from a facility operated or owned by the Concessioner or its parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

II) Discounts. To the extent applicable to the approval method in place, the Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer.

III) Environmental Purchasing. The Concessioner must purchase environmentally preferable products and services whenever feasible, including, but not limited to:

(a) Bulk Packaging. The Concessioner must use bulk containers when possible rather than individual packets which result in excess solid waste.

(b) Minimal Packaging. The Concessioner must work with their suppliers to reduce packaging in the form of cardboard or plastics wherever possible to reduce waste stream within their store.

E) **Evaluations and Inspections**

I) The Service and the Concessioner will separately and cooperatively inspect and monitor Concession Facilities and services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits. A listing of the evaluations and inspections that the concessioner can anticipate is as follows:

(a) *Annual Overall Rating.* The Service will determine and give the Concessioner an Annual Overall Rating as part of the Concessioner Review Program by March 1 for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.

(b) *Contract Compliance Report.* The Contract Compliance Report and rating will consider such items as timely submission of annual financial reports, timely and accurate submission of franchise fees, and timely submission of proof of general liability insurance, property, automobile and workers compensation insurance.

(c) *Operational Compliance Report.* The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Public Health Rating and Periodic Operational Evaluations.

(d) *Risk Management Program Evaluation.* The Service will annually evaluate the Concessioner's Risk Management Program.

(e) *Safety Inspections.* The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as Service Policy.

(f) *Public Health Inspections.* A representative of the Service's Public Health Program will periodically evaluate the Concessioner's food and beverage operations. A written record of this evaluation with a rating will be provided to the Concessioner, appropriate Service staff, the Superintendent, and the Director of the Service's Public Health Program.

(g) *Periodic Operational Evaluations.* The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.

(h) *Concessioner Environmental Evaluations.* The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract. The Service will annually evaluate the Concessioner's EMP. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program.

II) The Concessioner must work closely with park representatives to resolve all periodic evaluation and audit findings as necessary and appropriate. The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service and within the timeframe specified in the Environmental Audit Report.

(a) The Service and the Concessioner will be equally responsible for maintaining notes and administrative files of discussions and plans to bring resolutions to any deficiencies or plans for implementation.

(b) The Service will forward results of the evaluations to the Concessioner in a timely manner.

(c) The Concessioner must cooperate with the Service in scheduling inspections and in accompanying Service staff if requested.

(d) The Concessioner is required to comply with correction dates or to establish abatement plans to correct deficiencies. The Service will approve abatement plans.

F) **Natural, Cultural, and Archeological Resources**

I) The taking or disturbing of natural, cultural, or archeological resources is prohibited. This includes:

(a) Fossilized and not fossilized paleontological specimens.

(b) Cultural and archeological resources.

(c) Plants or the products thereof, excluding berries and/or nuts for personal use or consumption as approved by the Superintendent.

(d) Fish and Wildlife Interactions

- The Concessioner will not encourage the feeding of fish and wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining seed, suet, or any other type of bird feeders (e.g. hummingbird feeders), in such a manner that may imply approval of the feeding of fish and wildlife.
- The Concessioner must include proper signage regarding leaving unattended food on any outdoor picnic table within the Concession Facilities, and advise visitors against feeding any wildlife.
- Signage must be posted in the office/store advising visitors of the prohibition on feeding fish and wildlife within the Area.
- Merchandise such as bird or other small animal feeders, or plant seed of any kind may not be sold within the Area.
- Food storage, trash, and recycling facilities will be bird and animal-proof.
- The Concessioner and their employees will notify the Area Ranger immediately regarding any issues with fish and/or wildlife.

G) **Interpretive Services**

I) General. The Concessioner may request interpretive services provided by Service Rangers. For such a request, the Concessioner must make the request not later than October 31st proceeding the operating season in which the Concessioner would like the interpretive services to occur.

II) Non personal Interpretive Services. In addition to personal interpretation, the Concessioner must actively pursue a non-personal interpretive program. The Concessioner must consult with the Service and explore a wide array of avenues for conveying interpretive messages to visitors on area related themes and topics such as resource protection, appreciation of Area values, and Service goals.

III) Interpretive Assistance. The Concessioner must consult with the Service in the development of an interpretive program that encompasses all these efforts.

H) **Human Resource Management**

I) On-site Employee Housing

(a) Limited housing will be available for a monthly fee through a Housing Agreement with the National Park Service. The Service will work to provide (but will not guarantee) up to 4 bedrooms of housing at the Watch Hill location and up to 2 bedrooms of housing at the Sailors Haven location. The Concessioner will be required to pay for the usage of these facilities and will negotiate with the park to determine any rates charged.

(b) The Concession General Manager and Assistant Managers/Supervisors must enforce acceptable standards of behavior and housekeeping commensurate with health, safety and well-being of residents. The Concessioner must provide copies of its park approved housing policy in advance to employees who will reside in employee housing on site.

(c) The Service will furnish employee rooms adequately for the number of occupants, as described in the Housing Agreement. Occupancy must not exceed two persons per bedroom for overnight use.

II) Service Employees and Families. The Concessioner must request advance written approval before employing Service employees and spouses and dependent children of Service employees. The

Superintendent will determine, in accordance with applicable Service policies and procedures, whether conflict of interest exists and provide the Concessioner with a written determination.

III) Employee Identification and Appearance. The Concessioner must ensure that employees in direct contact with the general public wear uniforms or standardized clothing with personal nametags. All employees must be neat and clean in appearance and project a hospitable, positive, friendly and helpful attitude. For the first operating season, the Concessioner must submit for the Service's approval, by March 1 before the operating season begins, a description of the uniforms. After that, the Concessioner must obtain the Service's approval before making any changes.

IV) Employee Conduct. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take all actions needed to fully correct any such situation.

V) Employee List. The Concessioner must submit to the Superintendent a list of the names, job titles, and contact information for all managers and supervisors at least 15 days before the operating season begins, and update when necessary throughout the operating season.

VI) Employee Hiring Procedures

(a) *General Manager.* The General Manager must have an appropriate background as a manager or administrator that indicates his or her ability to manage an operation of this size and scope.

(b) *Assistant Manager/Supervisor.* This (these) individual(s) must have an appropriate background that indicates his or her ability to manage an operation of the size and scope and technical demands as the contract defines in absence of the General Manager.

(c) *Food and Beverage Manager.* The Food and Beverage manager must have an appropriate background in restaurant management as a manager or administrator that indicates his or her ability to manage remote food and beverage operation of this size and scope.

(d) *Staffing Requirements.* The Concessioner must hire a sufficient number of employees to ensure high-quality visitor services throughout the operating season.

(e) *Work Schedule.* The Concessioner must offer its employees a full workweek whenever possible unless an employee requests otherwise. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.

(f) *Background Checks.* The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate to the position. These may include: wants/warrants check; local criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire any applicant if any active wants or warrants are discovered (current fugitive from justice).

(g) Drug-free Awareness and Testing Program.

- The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.
- The Concessioner must establish an appropriate employee drug-testing program.
- The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator or security-sensitive position to participate in pre-employment and random drug testing. The Concessioner must make results of these drug tests available to the Service upon request. Method of testing and substances included in the screening must conform to general practices followed within similar businesses.
- Should the Concessioner become aware of illegal drug use or underage drinking, the Concessioner must promptly report it to the Service's Visitor Protection Staff.

VII) Rules and Regulation Handbook

(a) The Concessioner shall create and provide for prior park approval, and Employee Rules and Regulation Handbook, a copy of which each concession employee will both read and sign and which will be kept in the concessioner's employee files. This will be done in order to provide specific guidance to new employees as to rules of behavior as established by the concessioner in cooperation with the park and in representation of the rules, regulations, and policies as defined by this Exhibit B in the contract. This document will be reviewed by the park each March 1 prior to the operational season and any adjustments to this document will need prior approval by the park

VIII) Training Program

(a) The Concessioner must provide and maintain records of appropriate employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while residing and working in Fire Island National Seashore. The Concessioner must allow a Service representative to participate in scheduled orientation sessions upon request of the Service. The Concessioner must provide training as set forth below and must provide records of the trainings to the Service upon request. When developing interpretive training or information about the Area to provide to employees, the Concessioner must consult with the Service.

(b) *Job Training.* The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public, and refresher training as required

(c) *Review Program.* The Service will provide orientation(s) to the Concessioner Review Program and other Service evaluation and oversight of Concession Programs, emphasizing the operational review program, to managers on an annual basis

(d) *Safety.* The Concessioner must train its employees annually in its Risk Management Program.

(e) Environmental Training. The Concessioner must provide annual environmental awareness training to all employees. The Concessioner will include in this training pertinent information from its EMP

(f) *Sanitation Training.* The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U.S. Public Health Service Code

(g) *Cardiopulmonary resuscitation (CPR*). The Concessioner must ensure that there is at least one staff person on duty at each food and beverage location that has current certification in CPR through a major certifying body such as the American Red Cross

(h) The Concessioner may request Service staff to present training. Concession employees must attend Service-provided training upon request by the Service

5) <u>SPECIFIC OPERATING STANDARDS – REQUIRED AND AUTHORIZED SERVICES</u>

A) **Food and Beverage Services**

I) The Concessioner must purchase sustainable foods, environmentally preferable products and/or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose, where economically and technically feasible and appropriate. Attachment 1 of this Exhibit B provides a definition of sustainable food.

II) The Concessioner must ensure that the menus of all food and beverage locations comply with Healthy Food Standards – Front Country Operations, which is hereby included in this Contract by reference. These standards provide guidance for Food Ingredients and Choices; for Food Preparation; and for Food Education.

III) The Concessioner must ensure that all menus maintain selections and price ranges that accommodate the general population of Park visitors. (See Casual Dining standards)

IV) The Concessioner may use glass bottles for drink sales only when used as an adjunct to table service. For safety reasons glass must not be permitted to leave the serving area.

V) Alcoholic beverages. The Concessioner may sell liquor, beer and wine by the drink, solely when food is being prepared and served at the Watch Hill. The Concessioner may sell beer by the can or bottle at the Sailors Haven location.

VI) Menus and service.

(a) The Concessioner must ensure that menu for Sailors Haven includes deli items, grill service, snacks and beverages at a minimum.

(b) The Concessioner may allow reservations for Watch Hill at the Concessioner's discretion. However, the Concessioner must maintain not less than 50 percent of all seating for use on a first come, first served basis.

(c) The Concessioner must ensure that the menu at Watch Hill includes a children's menu with at least three main course choices.

(d) The Concessioner must ensure that the majority of items on its Watch Hill menu fall into the category of "casual" or "fast casual" dining.

- "Fast casual" is defined as having limited service or self-service; average checks between $8 and $15 in 2015 dollars; and made-to-order food generally with fresh ingredients. Fast casual may be viewed as an expanded offering of snack-bar service.
- "Casual" is defined as having table service or buffet; moderate prices; made-to-order food generally with fresh ingredients; and a casual atmosphere.

(e) The Concessioner is authorized to offer boxed lunches and picnic baskets as part of its food and beverage service options. As with all other food items, pricing must follow the requirements provided in Section 4 (C) of this Exhibit.

VII) Bars. The Concessioner is authorized to offer bar service at Watch Hill. The Concessioner must provide the Service with a copy of its liquor license upon initial licensing and when renewed. The Concessioner must accept credit card as a form of payment on all bar tabs. If the Concessioner operates an outdoor bar, it must close no later than 10:00 p.m. on all days it is in operation. The indoor bar (within the solid walls of the restaurant) may remain open provided it is in compliance with State law.

VIII) Music and Other Live Entertainment (Watch Hill only). If the concessioner provides entertainment such as live music performances, noise levels should be kept at a minimum. Such entertainment must respect the park's "quiet hours" which begin at 10:00pm. Notice must be given to the Park of the entertainment to be presented at least one week prior to the performance. No live entertainment is to happen without prior park approval.

IX) Co-sponsored specials with Ferry Operators. The Concession may coordinate with the ferry companies that deliver visitors to Watch Hill and Sailors Haven to develop special incentives to encourage increased visitation.

B) **Marina services**

I) Slips for Service use. The Concessioner must reserve seven slips for Service use at Watch Hill and three slips for Service use at Sailors Haven. These slips must remain available to the Service without charge and are indicated on the Land Assignment map (Exhibit D).

II) Service barge Access. At Sailors Haven, the Concessioner must provide the Service with intermittent use of slip number 32 for loading and unloading the Service barge. The Service will provide the Concessioner with 24 hours advance notice for such use and will use the slip for no more than 8 hours at a time. The Concessioner must ensure that boats more than 35 feet long berthed in slip #26 to #32 are temporarily moved during these periods of Service use. The Service will restrict use of slip 32 to weekdays except in emergency situations as declared by the Superintendent.

III) 24-hour coverage. Two employees of the Concessioner (21 years of age or older) must be on site 24 hours a day during the summer season and on spring and fall weekends, one at Sailors Haven and one at Watch Hill. The Concessioner must post the name and contact location of these attendants at a location identified by the Service and must provide this information to the Ranger-in-Charge.

IV) Stay Limitations at the Marinas. The Concessioner must enforce a stay limit of two weeks (fourteen consecutive days) during the summer season.

V) Reservations. The Concessioner may allow up to 75% of all available slip sizes to be reserved for same-day arrival. The remaining slips must be available on a first-come, first-served basis. (e.g. if the marina has 4 slips that can accommodate a boat with a 12 foot beam, no more than 3 of those slips may be reserved, with at least one remaining available to accommodate transient boaters).

VI) Group Reservations. The marinas are unavailable for group reservations beginning one full week prior to the July 4 holiday weekend through one week after the Labor Day weekend. For the remainder of the operating season, groups in excess of 25 boaters may reserve a portion of the marina.

VII) Rental records. The Concessioner must record each slip rental by boat name and registration number, registering person, address, phone number, boat length, amount paid, date and time of entry and exit. The Concessioner must make these records available and submit them to the Service weekly.

VIII) Usage reports. The Concessioner must submit a monthly report of the total number of boats docked per day in the Watch Hill and Sailors Haven marinas to the Concession Specialist by the 15th of each month during the operating season.

IX) Pump-out services. The Concessioner must provide sewage pump-out services as part of the basic rental charge for slip renters at Watch Hill and Sailors Haven. Any such charge must be submitted and approved as part of the rate request process provided in Section 3B of this Exhibit. The concessioner has the option to provide this service, at a park approved charge rate, to boaters not otherwise renting slips.

X) Obstruction-free areas. The Concessioner must paint and maintain a dotted white line on the A, B, C, D, and E Docks at Watch Hill and enforce a prohibition of chairs, tables, coolers, and other materials from being placed as obstructions to through pedestrian traffic. On C and D docks, the obstruction-free area will be between the boats and the white line. On A, B, and E docks, the obstruction-free area will be on the outside of the white line. At Sailors Haven, the Concessioner must maintain an obstruction-free area with all chairs, tables, coolers and other materials allowed only on the outside of the white line. (The inside of the dock is defined as the area next to the boats and/or slips and the outside of the dock is the area next to the land.)

XI) Picnic Areas. The Concessioner must check and maintain all picnic tables, grills and grill stands on a daily basis. The Concessioner must remove ashes from grills on a daily basis. Additional maintenance requirements for grills and picnic tables are found in the Maintenance Plan, Exhibit H.

C) **Retail Sales**

I) The Concessioner must provide sale of groceries, convenience items, camping and fishing supplies at Watch Hill and Sailors Haven. The Concessioner must submit its proposed list of sales items for Service review and request approval before adding new items.

II) At both Sailors Haven and Watch Hill, the Concessioner must offer boating supplies for sale, including oil and electrical fuses, and must offer the sale or rental of the electrical utility cords that are necessary to interface with the marinas' electrical service.

III) At both Sailors Haven and Watch Hill, the Concessioner must offer sunscreen and insect repellant for sale.

IV) The Concessioner may offer gift and souvenir items as part of its retail sales. Such items, if offered, must have a direct relationship to Fire Island National Seashore, its environment, its history, or other related environmental or cultural topics.

V) The Concessioner must mark each item for sale with its price, or ensure that the merchandise display is clearly and neatly labeled with prices when marking each individual item is impractical.

VI) The Concessioner must ensure that all retail services comply with the guidelines established by DO-48, "Concessioner Review Policy, Operational Performance Standards" and Handcrafts, Gifts and Merchandise."

VII) The Concessioner must offer environmentally preferable products (that have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same purpose) when possible.

D) **Campground (Watch Hill Only)**

I) The Concessioner must provide campsite services at Watch Hill, on 26 individual campsites and one group site. All campsites can only be accessed by foot. All campsites must have a charcoal grill with a minimum of 36" from the bottom of the grill to the ground. All campsites must have an 8' long picnic table. These assets are designated as personal property purchased, maintained, and owned by the concessioner and are subject to inspection by the Service for safety and condition.

II) The Concessioner must ensure that all camping equipment is completely removed and that the site is cleaned, including removing ashes from the grills, prior to each rental.

III) The Concessioner must allow dogs at campsites and must enforce the requirement for all dogs to remain on a leash at all times.

IV) The Concessioner must record by name at least one individual or organization per campsite including address, phone number, amount paid, date and time of entry and exit using an accountable system acceptable to the Service. The Concessioner must make these records available to the Service upon request and will be submitted with marina docking documents weekly during the operational season.

V) The Concessioner must grant a 50% discount to holders of "Senior Pass," "Access Pass," "Golden Age," "Golden Access" cards. Note: The "America the Beautiful" annual pass, which provides entrance to National Park Service sites and Federal Recreational Lands, does not apply to camping fees, either as payment or to provide a discount.

VI) The Concessioner must establish and maintain a reservation system for camp sites, with preference for use of recreation.gov for the reservation system. The Concessioner must establish and adhere to a written waiting list policy for camping sites. The Concessioner must enforce a stay limit of two weeks (fourteen consecutive days).

E) **Services Authorized But Not Required**

I) Advance approval. If the Concessioner offers visitor services that are authorized but not required, it must submit a request in writing to the Service with a proposal for operations. The Concessioner must not begin such services until it received written approval from the Service.

II) The Concessioner must ensure that any authorized but not required services it offers

(a) Complies fully with the Contract.

(b) Does not interfere with the general public's enjoyment of the Area.

(c) Is restricted to the Concessioner's land assignment unless otherwise authorized.

F) **Services Not Authorized By This Contract**

If the Concessioner offers visitor services not authorized by this Contract but located within the Park boundary, it must obtain any necessary authorization or permit from the Park and follow all requirements

6) **<u>RISK MANAGEMENT</u>**

A) **Risk Management Plan**

The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Plan in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. The Concessioner must submit its Risk Management Plan for Service acceptance within 120 days following the effective date of the Contract. The Concessioner must update the plan annually thereafter by March 1 of each year and submit it for Service review. The program must include, at a minimum, the following components:

I) How the Concessioner will make the policy available to and teach its staff the fundamentals of risk adverse behavior.

II) The name of the Concessioner's local safety and health within their organization.

III) How the Concessioner will hold its management team and staff accountable for carrying out the risk management program.

IV) Inventory and replacement schedule for health and safety equipment the Concessioner will maintain on site, such as water rescue equipment, fire extinguishers, automated external defibrillators (AEDs), and Personal Protection Equipment (PPE).

V) How the Concessioner will ensure that adequate funding is available to support the program.

VI) An annual update of the Concessioner's risk management goals and objectives.

VII) Annual inspection schedules and the method for ensuring employees conduct the inspections.

VIII) The Concessioner's method for ensuring that qualified individuals are capable of recognizing and evaluating hazards.

IX) The Concessioner's records management plan for risk management (e.g. training, inspection and accident/injury records).

X) How the Concessioner will classify deficiencies (including examples) and the hazard abatement schedule for deficiencies classified as:

(a) Imminent danger

(b) Serious hazard

(c) Non-serious hazard

- The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.
- How the Concessioner will promote safety awareness for guests.
- Emergency procedures the Concessioner has in place. This includes identifying probable occurrences, coordinating with plans developed by the Service for the Area, and identifying how the Concessioner will train its staff to implement the plans.

B) **Employee Accident/Injury Analysis**

The Concessioner must provide the Service with an annual summary listing injury/accident types and employee lost days. The summary must include additional information as required by the Service. The summary must compare the present year to the same data from the previous year. This report is due by March 1 each year.

C) **Illness and Infestation Prevention and Response**

The Concessioner must include in its risk management plan its inspection, prevention and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses or pest infestations. The Concessioner must include appropriate elements of these inspection, prevention and response procedures in its housekeeping, housing management and facility maintenance procedures. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, hanta virus, West Nile virus, influenza, Rocky Mountain spotted fever, and relapsing fever.

D) **Emergency Action Plan**

I) As part of its Risk Management Program, the Concessioner must include in its "Emergency Action Plan" the steps it will take in the event of an emergency. These must include, but are not limited to, scenarios in the event of hurricane, storm surge floods, structural fire, and wildland fire, and must be location specific. The Plan must include evacuation procedures for guests and employees, as well as procedures for safeguarding valuables. The Concessioner must have a plan in place for chain of communication in the event of an emergency or accident.

II) Emergency Evacuation Plans. The Concessioner must develop and maintain written Emergency Evacuation and Fire Prevention Plans in accordance with Applicable Law and the National Fire

Prevention Act 101. The Concessioner must train staff on the execution of the plan. The Concessioner must post a fire or emergency exit plan in each of its buildings.

E) **Emergency Response to Hazardous Material Spills**

I) The Concessioner must provide plans and procedures, equipment and training to employees to respond effectively to any releases of hazardous substances for stopping, containing and cleaning up the release in accordance with Applicable Laws. These must include, as appropriate, a section in its Emergency Action Plan, an Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. Within 90 days following the effective date of the Contract, the Concessioner must provide these plans to the Service for review for consistency and integration with Service emergency response plans.

II) The Concessioner must provide training and emergency response equipment as appropriate and must maintain equipment in good condition.

7) **ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner will prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the plan will be updated annually. Further specifications and requirements are found in the Maintenance Plan, Exhibit E-B to this Contract.

A) **Area Environmental Management Evaluations**

I) The Service will conduct environmental management evaluations as outlined in Section 4 (D) (2) (b).

B) **Service Environmental Audits**

I) The Service may conduct environmental audits of Concession facilities and operations based on the Service Environmental Audit Program and incorporate the date from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

C) **Protection of Natural and Cultural Resources**

I) The Concessioner must regularly consult with the Service regarding the Concessioner's ongoing efforts to minimize impacts to Park natural and cultural resources, including all waters within the Area. The Concessioner will modify its activities as may be required by the Service. The concessioner will provide training to all staff regarding protecting of Park natural and cultural resources.

II) The Concessioner must ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including by the Concession's employees, agents, and contractors, except in accordance either applicable laws, and only with the prior approval of the Superintendent. Discovers of any archeological resources by the concessioner shall be promptly reported to the Service.

III) The Concessioner must maintain a litter free environment and conform to the Park's Trash Free/Leave No Trace Programs.

8) **VISITORS ACKNOWLEDGEMENT OF RISK**

A) **Visitors Acknowledgement**

The Concessioner may require guests to sign a Visitor's Acknowledgement of Risk form.

B) **Sample Form**

The Service-approved sample Visitor's Acknowledgement of Risk form is provided as Attachment A to this Operating Plan.

C) **Superintendent Approval**

The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of any proposed changes in the form. If no Visitor's Acknowledgement of

Risk form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Contract.

D) **No Waiver of Liability or Indemnification**

The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.

9) **PROTECTION AND EMERGENCY SERVICES**

A) **Life and death emergencies:** The Concessioner must call 911 to report life and death emergencies requiring fire department, medical or police intervention.

B) **Other emergencies:** The Concessioner must call Park Dispatch at 570-426-2457 to report other needs for law enforcement response. The Park will provide any changes to this procedure as they are made.

C) **Duty to Report:** The Concessioner must report all law enforcement matters to the Park's Chief Ranger as soon as possible after learning of the incident.

D) **After-Hours Emergency Contacts:** The Concessioner must post after hours emergency contact telephone numbers prominently at the Dockmaster's building, Food and Beverage buildings, and retail buildings. The emergency contact list must be approved by the Superintendent prior to opening day and as updates are posted throughout the operating season.

E) **Incident Reports:** The Concessioner must immediately report to the Service, through the Chief Ranger:

I) Injury sustained by a visitor or employee in a Concession facility requiring more than first aid treatment.

II) All medical emergencies.

III) Property damage over $500.

IV) Any fire.

V) Any incident that affects the park's resources.

VI) Any known or suspected violations of the law involving persons not employed by the Concessioner.

VII) All employee and visitor illness complaints.

F) **Enforcement of Rules and Regulations**

The Concessioner must enforce all rules and regulations as outlined in this Contract and as set by the Concessioner. Service Rangers are not expected to be the primary enforcement. Concession personnel will be expected to make two visitor contacts to enforce a rule or regulation. If after two attempts, the visitor is not compliant, the Concession staff should call the Ranger-in-charge for assistance. Concession personnel should use discretion to contact the Ranger-in-charge immediately if conditions warrant earlier law enforcement intervention.

G) **Security Personnel**

The Concessioner may decide to employ security personnel to enforce the applicable rules and regulations. If the Concessioner chooses to employ security personnel, such personnel may act as private citizens but must not take law enforcement actions or carry firearms.

H) **Fire Protection and Suppression**

The Concessioner is solely responsible to ensure that all buildings and areas within the assigned areas meet Fire and Life Safety Codes and that fire detection and suppression equipment meet applicable codes and is in good operating conditions at all times.

I) **Compliance**

The Concessioner, solely, must ensure compliance with all building, health sanitation, life-safety, building codes, health and sanitation codes.

J) **Weather Monitoring**

The Concessioner must monitor weather conditions and Service warnings of dangerous weather and must apprise customers and employees of same.

10) **VISITORS COMMENTS**

A) **Investigation and Response**

The Concessioner must investigate and respond to all visitor complaints regarding its services within ten business days of receipt. The Concessioner must provide a copy of the initial comment, its response, and any other supporting documentation to the Service by the 15th of each month for the previous month's activities.

B) **Alleged Misconduct or Unsafety**

The Concessioner must provide the following to the Superintendent immediately upon receipt: visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees, or concern the safety of Area resources.

C) **Service Responsibilities and Concessioner Response**

The Service will send comments regarding Concession Facilities to the Concessioner for investigation and response in a timely manner. The Concessioner must provide a copy of the response to the Superintendent. The Service will forward a copy of its response to the Concessioner.

D) **Notice Posting**

In order to initiate valid and responsive visitor comments, the Concessioner must post the following notice prominently at all Concessioner cash registers, payment areas, and table sales check folder:

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 Fire Island National Seashore 120 Laurel St Patchogue, NY 11772

11) **ADVERTISEMENTS/PUBLIC INFORMATION**

A) **Required Notices**

The Concessioner must obtain approval by the Superintendent of all promotional and printed material it produces (including computer web sites) prior to distribution or release to the public. The Concessioner must include a statement in all advertisements that the Concessioner is authorized by the Department of the Interior, National Park Service, to serve the public in Fire Island National Seashore. The Concessioner must submit brochure changes to the Superintendent for review at least

30 days prior to needing the approval. The Superintendent will make every effort to respond to minor changes to brochure and menu texts within 15 days. The Service may require longer review periods for major projects or where Service assistance is required to help develop the product. The Concessioner should contact Service staff well in advance to establish specific time frames for each project. The Concessioner must keep all interpretive material and Area information current and accurate.

B) **Equal Opportunity Employment**

The Concessioner must include in any advertisements for employment a statement that the Concessioner is an "*equal opportunity employer*".

C) **Advance Notice and Approval in Non-Local Media**

The Concessioner must notify the Superintendent in advance of any plans to run advertisements in non-local media (including the Internet, radio, billboards, magazines, etc.). Depending on the nature of the material or the media involved, the Service may require review and prior approval of such advertising to insure accuracy, suitability and conformance to current Service management policies.

D) **Handout Requirements**

The Concessioner must provide every marina and campground visitor who rents a slip or a camp site with a handout printed at the Concessioner's expense on minimum 30 percent post-consumer recycled content paper that explains the rules and regulations for use of the marina and campground. The handout will also highlight safety notices and provide information on the Service's and Concessioner's Environmental programs. The Service will work with the Concessioner to develop this handout.

E) **Visitor Information Racks or Displays**

The Concessioner must maintain display racks and provide written park visitor information at the convenience stores. The Service will provide insert-able information for these racks, but the racks themselves are to be provided by the concessioner.

F) **Menu Items and Pricing**

The Concessioner must display menu items and prices prominently at all entrances to dining facilities and in other areas as appropriate.

G) **Press Release Concurrence**

The Concessioner must obtain concurrence of the Superintendent before issuing any press releases.

H) **Signage Approval**

The Concessioner must obtain the Superintendent's written approval before installing any new signs or changing existing signs.

I) **Use of Arrowhead Symbol**

The Concessioner must comply with Service policy regarding use of the National Park Service arrowhead symbol. This policy is hereby included in this Contract by reference.

J) **Public Statements**

All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents within the Area will be referred to the Superintendent's Office at (631) 687-4750. This includes all media interviews. However, media interviews and visits to Concession Facilities to report on concession operations may be done with a courtesy notification to the Superintendent's Office.

12) **USE OF NATIONAL PARK SERVICE AUTHORIZED CONCESSIONER MARK (MARK)**

A) **The Mark**

The Service has an approved "Mark" that it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner".

B) **Authorized Users**

The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the contract.

C) **Authorized Uses of the Mark**

The Concessioner may use the Mark in publications; written advertising; web-based information, interpretive materials or broadcasts (television, film, or other audio/visual) associated with required or authorized services, facility signs designed, constructed, or commissioned for official Concessioner functions or purposes: and signed place on visitor transportation systems, vessels, and aircraft.

D) **Prohibited Uses of the Mark**

The Concessioner may not use the Mark on merchandise, souvenirs, and clothing sold to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.

E) **Approval Procedures**

The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.

F) **Artwork and Layout**

The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website at www.nps.gov/commercialservices.

13) **VOLUNTEERS IN PARK (VIP) PROGRAM**

The Concessioner will permit its employees to participate in the Service's Volunteers in Parks (VIP) program. www.nps.gov/fiis/supportyourPark/volunteer.htm

14) **REPORTING REQUIREMENTS**

A) **Concessioner Responsibilities**

I) Monthly visitor use and revenue report. The Concessioner must provide the Superintendent a monthly report **by the 15th of each month** for the preceding month which includes:

(a) the number of meals sold by meal period (e.g., lunch and dinner) or some other indication of number of covers or level of use,

(b) total food revenue by location (each food and beverage location separately),

(c) number of retail transactions by outlet,

(d) retail sales by outlet,

(e) number of slips rented per location,

(f) total marina revenue per location, and

(g) Total franchise fee submitted.

II) Incident Reports. The Concessioner must report to the Service **immediately** (by phone at 570-426-2457) regarding any injury requiring more than basic first aid sustained by a visitor or employee in a concession facility and all medical emergencies; fatalities; or visitor-related incidents; property damage over $500; all motor vehicle accidents; any incident that affects the Area's natural or cultural resources; and any known or suspected violations of law involving persons not employed by the Concessioner.

III) Human Illness Reporting. The Concessioner must **immediately** (by phone at 570-426-2457) report any suspected outbreak of human illnesses, whether employees or visitors, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. The Service's U.S. Public Health Service Officer will evaluate this information, along with other information received, to help identify outbreaks of illness. The Concessioner must make such reports by telephone.

IV) The Concessioner, in addition to complying with any other notification requirements under Applicable Laws, will immediately report hazardous and non-hazardous spills to the Service at 570-426-2457.

V) Certificates of Insurance. The Concessioner will provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with the Contract.

VI) Survey and Visitor Response Data. All surveys must be approved in advance by the Service. All customer satisfaction data collected by third parties that are provided to the Concessioner will be provided to the Service within 14 days of receipt.

VII) Concessioner Financial Reporting. In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner is also required to submit the following financial reports. Each revenue-producing department (RV and tent camping, retail, canoe livery, firewood sales, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and department expenses. The report format will be agreed upon by the Superintendent at the inception of the Contract. Annual Budget. A budget including detailed utilization and revenue and expense projections, due by February 1 of each year. Monthly Franchise Fee Report. By the 15th of the month as part of the monthly reporting, the Concessioner will report franchise fee calculation and payment made for the preceding month.

B) **Other Reports**

The Concessioner must submit the following other reports as required by the Contract:

Summary Of Initial and Recurring Due Dates		
Title	**Schedule**	**Due Date**
Initial Requirements		
Lost and Found Plan	Initial	120 days after Contract effective date
Risk Management Plan	Initial/Annually	120 days after Contract effective date and by December 31 annually
Hazard Communication Program	Initial	120 days after Contract effective date
Emergency Training Documentation	Initial/Annually	120 days after Contract effective date and by December 31 annually
Management Listing	Initial/Upon Occurrence	30 days after Contract effective date and when significant revisions made
Annual		
Certificate of Insurance	Annually	30 days after renewal but no later than March 1 of operational years

Annual Financial Report	Annually	90 days after end of Concessioner's fiscal year, but no later than April 1
Annual Budget	Annually	February 1
Financial Forecast	Annually	March 1
Annual Overall Rating	Annually	March 1
Security Review	Annually	March 1
Monthly		
Operation Revenues including Marinas, food service, retail and camping.	Monthly	15th day of the following month
Visitor Use Report	Monthly	15th day of the following month
Franchise Fee Report	Monthly	15th day of the following month
Upon Occurrence		
Rate Change Request	Upon Occurrence, Generally Annually	Annually by March 1
Visitor Complaint Response	Upon Occurrence	Within 10 days of receipt
Acknowledgement of Risk Form	Upon Occurrence	Within 30 days in advance of initial use or changes
Fire and Life Safety Documentation	As determined	As specified in Operating Plan Section 9(B) of Draft Contract
Medical Emergency Reporting	Upon Occurrence	Immediately
Media Inquiries	Upon Occurrence	Immediately
Promotional media changes and layout	Upon Occurrence	Minimum 30 days prior to projected need
Pet Waste Collection Signs	Upon Occurrence	As needed
Removable Camper Cabin Installation Plan	Upon Occurrence	Prior to installation
Human Illness Reporting	Upon Occurrence	Immediately
Hazardous and Non-Hazardous Spill Reporting	Upon Occurrence	Immediately
Survey Response Data	Upon Occurrence	Within 14 days of receipt

C) **Service Responsibilities**

I) Annual Overall Rating. The Service will provide the Concessioner with an Annual Overall Rating by March 1 for the preceding calendar year. The Superintendent or Superintendent's representative will meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and risk management components.

II) Additional reports. The Service will provide the Concessioner with reports from inspections, reviews, audits and other such actions as appropriate. In circumstances where the Service does not provide the Concessioner with a copy of the report, the Service will provide the Concessioner with a list of any findings the Concessioner is required to cure.

III) Utilities. The Service will bill the Concessioner twice a year, in July and in October, for water and sewage. The Service will establish rates in accordance with current Service Policy.

ATTACHMENT A:

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "_____") I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[enter description of risks]

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

_____ _____
Signature Date

Signature of Parent of Guardian, if participant is under 18 years of age

_____ _____
Signature Date