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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 Virgin Islands National Park (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) Environmental Preferable**

Products 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. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. 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**

The act of producing new products or materials from previously used and collected materials.

### **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 the Interior or a Department of the 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 includes, for example, NPS-48. 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. Waste prevention also refers to the reuse of products or materials.

**G) Waste Reduction**

Prevention or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

**H) Best Management Practices (BMPs)**

Identifies when the audit program periodically reviews federal government, industry, association, state and local government, and other organization BMPs. Only those that are applicable are used based on the type and complexity of the relevant commercial services in parks. To the extent possible, the audit program references BMP sources that are specific to the concession service type. In some cases, documented BMPs from third-party sources that are not specific to the concession service type are cited because they still provide useful environmental guidance for Concessioners. In cases where a BMP is not documented by a specific service type or other third-party source, but the program has identified it as reasonable and appropriate, Commercial Services will identify itself as the source of the BMP.

**3) MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES****A) Concessioner Responsibilities**

- 1) *General.* The Concessioner is responsible for conducting the day-to-day concession operations in the Area as set forth in the concessions contract and the attachments thereto. In conducting these concessions operations, the Concessioner will comply with and carry out the policies and directives of the Service.
- 2) *Concessioner Representative.* Concessioner must designate one representative (on-site manager) who has full authority to act as the liaison with the Service concerning all administrative and operational matters involving concessions within the Area in order to achieve an effective and efficient working relationship between the Concessioner and the Service.
- 3) *Management List.* Concessioner will furnish the Service a management list identifying key personnel and their job titles, with updates as changes occur.

**B) Service Responsibilities**

- 1) *Superintendent.* Manages the Area with responsibility for all operations, including concessions operations, and carries out the policies and directives of the Service. Through Service representatives, the Superintendent reviews, supervises, evaluates, monitors, and coordinates concession activities. Monitoring contract compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates, and other day-to-day operations.
- 2) *Concession Management Specialist.* Serves as the primary point of contact for the Concessioner and coordinates the functions of other Service divisions relating to concessions operations. The Specialist makes recommendations on all aspects of the Concessioner's operations to the Superintendent. The Specialist ensures necessary evaluations and inspections are performed, including those required by the United States Public Health Service (USPHS), Park Safety Officer (including fire inspections), and the Concessioner Review Program. The Specialist ensures all Concessioner rates are approved based upon current comparability studies or other applicable guidelines. The Specialist has line authority from the Superintendent to make field decisions that pertain to concessions operations, and acts as liaison between the Concessioner and Superintendent.
- 3) *Other Pertinent Positions*
  - a) *Supervisor of Visitor and Resource Protection.* Initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions. These duties

include law enforcement, safety, search and rescue, fire control and suppression, resource protection, emergency preparedness administration, and the lost and found program.

- b) Supervisory Ranger. Point-of-contact for the on-site manager to resolve daily routine problems relating to resource management and visitor protection.
- c) Interpretative Management Specialist. Responsible for visitor information, interpretation, and community outreach programs in the Park. The on-site manager will work with the Interpretative Management Specialist to resolve routine matters relating to interpretation of the Park's resources.
- d) Facility Manager. Responsible for the picnic grounds, trails, signs, buildings, docks, moorings, and general maintenance of the Park.
- e) Administrative Officer. Responsible for certain matters related to the fiscal management associated with the concession contract, including the collection and recording of franchise fee payments.
- f) Resource Management Specialist. Responsible for studying, inventorying, monitoring, restoration and management of natural resources such as vegetation and wildlife and cultural resources management. This includes threatened and endangered species.

#### 4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

##### A) Schedule of Operations

- 1) *Schedule of Operations*. The Concessioner must provide the required services for Area visitors on a year-round basis. Minimum operating hours follow:

LOCATIONS	MINIMUM OPERATING SEASON	SERVICE FACILITY	MINIMUM OPERATING HOURS
Trunk Bay	Year Round	Snorkel and Beach Equipment Rental and Instruction	9:00 a.m. to 4:30 p.m.

- 2) *Normal Hours of Concession Service Operations*. The Concessioner must prominently post hours of operation and maintain the minimum hours of operation unless the Concessioner requests changes in writing and the request is approved in advance by the Superintendent. The Service will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation levels may cause specific dates of operation to fluctuate. These changes to operating hours and dates will be set by the Service with reasonable notice given to the Concessioner.
- 3) *Concessioner Request to Close Due to Weather Emergency*. In the event of a weather emergency, for example, dangerous surf conditions, that requires a sudden unscheduled closure, the Concessioner must suspend service and immediately notify the Superintendent's Office. The Concessioner must immediately notify guests of hazardous water, weather and other conditions that could result in closure or partial closure of services.
- 4) *Emergency Operations*. For 'after hours' emergencies (such as lost credit card or driver's license), the Concessioner must prominently display the phone number and location of the nearest telephone as well as other relevant instructions at the watersports kiosk facilities within Trunk Bay.

**B) Pre and Post Season Meetings**

The Concessioner must meet with the Service annually to review this Operating Plan and the Maintenance Plans (Exhibit E), to review the Concessioner's performance of the previous season and to discuss planned operations for the upcoming season. The Service will present known projects potentially affecting the Concessioner.

**C) Rate Determination and Approval Process**

- 1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided by the private sector. The Service evaluates the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.
- 2) As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the National Park 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.
- 3) *Initial rates are set by the Service.* The Concessioner must sell the product or service at the approved rate or a lesser amount. The Concessioner may request rate changes for approval. Rate change requests must be provided to the Service for review and approval prior to implementation. The Concessioner may require a deposit/collateral at the time of each rental. The process and cost must be reviewed, modified and approved by the Service.
- 4) *Comparability.* The Service uses various methods to establish comparability for rate determination and approval. These may include direct comparability, use of industry pricing guidelines, competitive market declaration, or financial analysis. The appropriate rate method is selected and approved by the Service.

Comparability and other rate studies will be conducted by the Service in accordance with National Park Service guidelines. The Concessioner shall assist the Service in the comparability review process; however, the Superintendent is responsible for the final selection of comparables, industry pricing guidelines, and approval of rates.

Satisfactory comparables, industry pricing guidelines, and rate methods, once established will not ordinarily be changed, unless significant changes occur to the concession operations or the comparable(s) which would make the continued use of the comparable industry pricing guidelines or rate methods inappropriate.

- 5) *Rate Methods by Service.* Land based Equipment Rentals. Rates will be determined based on comparability or other specifically approved rate methods.
- 6) *Rate Requests.* The Concessioner must submit a written request for rate changes by **September 1 of each year**, if the Concessioner wants a rate increase for that year.
- 7) *Approval Timing.* The Service will approve or disapprove rate requests within 30 days of a written request by the Concessioner, unless circumstances do not permit this response time.
- 8) *Rate Request Information.* All rate requests must include pertinent information about the rate and product or service proposed. The current Service Rate Approval Guidelines outline the information the Concessioner must include in the request.
- 9) *Approved Rate Posting.* The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- 10) *Rate Compliance.* The Service will check rate compliance during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

**D) Purchasing**

- 1) *Competitive Purchasing.* The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- 2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- 3) *Environmental.* The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible.

**E) Standards**

The Concessioner must ensure the protection of resources, compliance with environmental, public health and risk management requirements, and provide satisfactory services and accommodations for the Area visitor within the Concession Facilities. The Concessioner's operation of facilities and services authorized by the Contract must conform to all standards defined by Applicable Laws, and the standards set forth in the current National Park Service Concessioner Review Program, NPS Concession Management Guidelines, and within hospitality industry practices.

**F) Evaluations and Contract Compliance**

- 1) *Concessioner Monitoring and Inspection Program.* The Concessioner must inspect and monitor Concession Facilities and services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental compliance, asset management, responsiveness to visitor comments and compliance with all components of the Contract including its Exhibits and other operational performance as appropriate.

An "inspection" is defined as a documented examination of all equipment, facilities, visitor activities and work processes to determine compliance with service operating standards and safety and occupational health regulations. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. The Concessioner must correct deficiencies and complete abatement plans within dates agreed with the Service. Particular inspection and testing requirements are described in other sections of this Operating Plan.

- 2) *National Park Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. This consists of periodic evaluations, contract compliance evaluations, risk management evaluation, asset management evaluation, environmental management evaluation, and public health evaluation. The results of these evaluations are used to prepare an Annual Overall Rating of Concessioner performance. These evaluations are conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts will be fully incorporated in Service evaluations. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner will be a consideration in determining the Concessioner's rating.
  - a) **Periodic Operational Evaluations.** The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The results of these Periodic Operational Evaluations will be incorporated into the Annual Overall Rating. The Service will contact location managers prior to or at the time of facility evaluations so that a representative of the Concessioner can accompany the evaluator. The Service reserves the right to enter the

Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

- (1) *Risk Management Program Evaluation*. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. This evaluation will consider performance in implementing life and fire safety programs, and operating in accordance with the Concessioner's documented Risk Management Program. Results of any life or fire safety inspections conducted by the Service are also included as a component of this evaluation and rating. This rating will be incorporated into the Annual Overall Rating.
  - (2) *Environmental Management Evaluation*. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The Service will determine and provide the Concessioner with an environmental management rating based on the evaluation of the Concessioner's operations and documented Environmental Management Plan. The evaluation will consider performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation. This rating will be incorporated into the Annual Overall Rating.
  - (3) *Asset Management Program Evaluation*. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program. The Service will determine and provide the Concessioner with an asset management rating based on the evaluation of the Concessioner's operations and Maintenance Plan. This rating will be incorporated into the Annual Overall Rating.
  - (4) *Administrative Compliance Evaluation*. The Service will conduct an administrative compliance evaluation and rating. This evaluation will consider such items as timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of general liability insurance, automobile, and workers compensation insurance.
  - (5) *Visitor Comments*. The Service will review visitor comments and complaints on Concessioner services and associated responses. The Service will incorporate these into the Annual Overall Rating.
- b) **Annual Overall Rating**. The Concessioner will receive an annual overall performance rating by **April 1** for the preceding calendar year. The Annual Overall Rating incorporates the Operational Performance, Administrative Compliance, Risk Management, Environmental Management, and Asset Management ratings.
- c) **Other Service Audits and Inspections**
- (1) *Environmental Audit*. The Service may conduct environmental audits to evaluate the Concessioner Facilities and operations with respect to environmental compliance and Best Management Practices in accordance with the current Service Environmental Audit Program Operating Guide and conformance with the Concessioner's EMP. Concessioner performance in closing audit findings is considered in the annual EMP Evaluation.
  - (2) *Fire Inspections*. The Service may conduct fire, health, and safety inspections at its discretion over the course of the Contract term. Location managers will be contacted at the time of facility inspections so that a Concessioner representative may accompany the Service evaluator.



- (3) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concessioner facilities and operations which addresses vector control and exclusion practices, pesticide application practices and others.
- (4) Other Inspections. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (5) Interpretive Audit Program. The Service will regularly evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality and the relationship of interpretive presentations to Area themes.

### 3) *Facilities Use*

- a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support the services required and authorized by the Contract. The Concessioner must operate in the area assigned and cannot expand the footprint of the operation without written authorization from the Service.
  - b) 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 can be found at [Director's Order 50D](#). The Concessioner, their employees and patrons must be made aware that smoking and the use of tobacco products within 50 feet of the shoreline in either direction is prohibited.
- 4) Reservations. The Concessioner must provide and service a reservation line capable of accommodating requests for all services for which the Concessioner offers reservations. Reservation services must be available at a minimum, via telephone, email, and internet. Reservation services must meet all Service accessibility requirements.
- a) Reservations Services. Concession staff must service the reservations telephone line during normal business hours as specified in Section B) Schedule of Operations 1) All reservation personnel must have specific knowledge of and communicate professionally the services and facilities available under the Contract.
  - (1) Credit Cards. The Concessioner must honor credit cards, at a minimum Master Card and Visa. The Concessioner must utilize EMV compliant terminals/credit card machines. The Concessioner is encouraged to accept debit cards and other types of payment methods at its discretion or at the direction of the Service.
  - (2) Lost and Found. The Concessioner must operate its own lost & found department in conjunction with the Area's lost and found procedures. If possible, the Concessioner must return items found within the Concessioner Facilities to their owners. Items not returned to their owners within seven days must be turned over to the Service.

### 5) *Vehicles*

- a) Licensing, Insurance, Maintenance, and Registration. The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- b) Identification. Concessioner owned vehicles must be identified with the Concessioner name and logo. The Concessioner must submit color schemes (other than for the company logo) and size of graphics to the Service for approval prior to making any changes.
- c) Parking. The Concessioner will be assigned a maximum of two parking spaces within the NPS restricted area beyond the Trunk Bay Fee Booth for use by on-duty concession employees. Concession vehicles/employees and/or their contractors are required to stop at the Fee Booth prior to entry into the restricted area of Trunk Bay Beach.

6) *Interactions with Wildlife*

- a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities and the Area by displaying food or other items in such a manner that may imply approval of the feeding of wildlife. The Concessioner may not maintain any type of bird feeder. The Concessioner may not leave food unattended outdoors.
- b) The Concessioner may not sell merchandise within the Area.
- c) To prevent pest attraction and breeding, the Concessioner must bag all solid waste from its operations and tie and store the bags in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). Recycling containers must be waterproof, vermin-proof, and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. All solid waste and recycling receptacles must be approved by the Service.
- d) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife. The Concessioner must investigate and respond to all visitor complaints regarding its services **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- e) The Concessioner must immediately provide the Service all 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.
- f) The Service must forward to the Concessioner any comments and complaints received regarding Concession Facilities or services **within 10 business days of receipt**. The Concessioner must investigate, contact complainer/commenter and the Service, and provide the Service with an initial response to any complaints **within 10 business days of receiving comments or complaints forwarded by the Service**. The Concessioner must provide a copy of all responses to the Service.

**G) Human Resource Management**

- 1) *Employee Identification and Appearance.* The Concessioner must ensure that all employees in direct contact with the public wear standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be clean and in good condition (no tears, holes, stains or excessive fading).
- 2) *Firearms*
  - a) Concessioner employees may not carry firearms while on duty or at any time they are within the Area. The Service, in its sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's General Manager with a thorough explanation of the basis of the request. The Concessioner must have written approval from the Service before implementing any exception to this policy.
  - b) Firearms Policy. **Within 60 days after the effective date of the Contract**, the Concessioner must develop and provide to the Service its firearms policy, which will address firearms within Concession Facilities. The Concessioner may make employment conditional on compliance with its policy on firearms in shared employee quarters or other Concession Facilities.
- 3) *Employee Hiring Procedures*
  - a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout all operating seasons. The Concessioner must

attempt to offer its employees a full-time work schedule whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

- b) *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's policies and programs must conform with Applicable Laws. The Concessioner must require any employee who is in a safety-sensitive position such as equipment operators and drivers, food and beverage employees, or other security-sensitive positions to participate in a Service-approved drug-testing program. The Concessioner must make results of drug testing available to the Service upon request.
- c) *Background Checks*. The Concessioner must establish hiring policies that include appropriate background checks on employee hires as appropriate to the position. The Concessioner may coordinate with the Service to assist in securing background information prior to hiring new employees. These may include warrants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, legal residency status and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner will submit these policies for review and approval by the Service prior to implementation, including any updates or amendments that substantially change the previously reviewed and approved policies.
- d) *Driver Requirements*. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state/territory operator's license for the size and class of vehicle driven.
- e) *Service Employees*. The Concessioner must not employ in any status the spouse or dependents of the Superintendent, Deputy Superintendent, Concessions Management staff, Safety or Public Health Sanitarian. The Concessioner must not employ any other Service employee, his/her spouse, minor children, or any other household member without the prior written approval of the Superintendent.
- f) *Training*. The Concessioner must provide appropriate job training and orientation to each employee prior to duty assignments and working with the public. Training must include all those required by Applicable Laws. The Service periodically audits Concessioner training sessions. The Concessioner will maintain records of appropriate training as set forth below and will provide those records to the Service upon request. The Concessioner must provide appropriate training as follows:
  - (1) *Orientation*. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment, safety, and activities while working in the Area. Training will include guidance on how employees can positively present the Area and Area partners, such as volunteers, Park friends groups and CUA Holders, to the public, as well as how to effectively report and respond to visitor comments and concerns.
  - (2) *Concessions Management*. The Concessioner will provide managers and staff adequate reference materials and resources, including but not limited to the Service Periodic Concession Evaluation standards and the Concession Contract and its exhibits such as, land assignment maps, and the Operating Plan.
  - (3) *Environmental and Risk Management Training*. The Concessioner must provide environmental and risk management training to employees as required by Applicable Laws and in accordance with its Environmental Management and Risk Management Programs.

- (4) Emergency Response Training. The Concessioner rental services are for products that are to be used in the beach/ocean. All concessions employees working at Trunk Bay Beach must be a proficient swimmer and be First Aid, CPR, and AED certified. Concession employees must have knowledge of water rescue techniques to assist patrons that may need emergency assistance with the rental equipment while in the water so that the employee can assist in a manner that is safe for themselves and others. Additionally, the Concessioner must develop and implement an adaptive operations recovery plan to mitigate public health risks for employees and customers. i.e. COVID-19 risk management strategies. This plan must be part of the risk management training provided to all employees.
- (5) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, educational, or instructional programs, safety orientation information and services. Direction and emphasis on this program must incorporate the Service's Long Range Interpretive Plan, which is available from the Service. Service Interpretive staff may be available to work with the Concessioner to improve the methods of preparing and presenting effective interpretive information. The Service evaluates interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Area interpretive themes.
- (6) Employee Handbook. The Concessioner must develop a written Employee Handbook including the policies of the Concessioner and the regulations and policies of the Service. The Employee Handbook must be developed and provided to the Service for review and approval prior to distribution to employees **within 60 days after the effective date of the Contract**. Approval does not relieve the Concessioner for the Concessioner to ensure the appropriateness and legality of the handbook. Updates to the handbook must be submitted to the Service for a 30-day review period before issuing to employees.

## H) Interpretive Services

### 1) Personal Interpretive Services

- a) Employee Knowledge. Employees must demonstrate their knowledge of the Service, its mission and values and the cultural and natural resources in the Area. Concessioner staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving direction, and answering basic Area questions. The Concessioner must ensure that new employees acquire this information within 30 days of being hired.
- b) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.

### 2) Non-Personal Interpretive Services

- a) Locations. The Concessioner must identify an appropriate area within the Concession assigned areas to provide Area interpretive and safety messages in various mediums, including in person, on bulletin boards and kiosks. A television must be used to play reoccurring resource protection, safety and instructional messages to rental patrons.
- b) Area Information. The Concessioner must make Area informational handouts available at the assigned kiosk. The Concessioner must provide a container or box to collect such documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Park's Interpretation and Visitor Services Division. The Concessioner may also provide digital interpretive messages through social media and the Concessioner's webpage.

## 5) SPECIFIC OPERATING STANDARDS AND GUIDELINES

### A) General

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate in accordance with the operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, RM-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered Service minimums. The Service is in the process of updating its operating standards. These revised standards are adopted where specified in this Operating Plan. Where service operating standards for Area are different than from those in the Service standards, they are noted as exceptions in this Operating Plan. In the event of inconsistencies between the standards and the requirements in the Operating Plan, the Operating Plan requirements shall prevail.

As an Authorized Service, the Concessioner must submit a list of retail items for Park approval before items may be sold. This list may be updated as sale items change. All Authorized Services will require Park approval prior to implementing.

### B) Watersports Equipment Rentals

- 1) The required watersports equipment for rent includes snorkels, masks and fins, swim belts and inflatable safety vests in a variety of adult and child sizes. The authorized beach equipment for rent includes beach chairs (in a variety of sizes), lounge chairs, free standing sunshades, beach mats, beach wheelchairs, waterproof phone pouches, aqua vaults safes and underwater cameras. Beach umbrellas or sunshades that require penetration into the sand are not permitted because they could destroy turtle nesting sites at that beach.
- 2) The Concessioner's rental agreement with a customer must include a statement to be signed by the renter indicating that the renter will use the equipment in the authorized manner and in the permitted areas. Rental chairs, sunshades and other rental equipment may only be set up when rented and must be removed from the beach at the end of the rental period. Chairs, sunshade or other rental equipment may not be pre-staged on the beach or remain in a permanent location.
- 3) The Concessioner may charge a deposit for any visitor who wishes to pay cash for the rental. The terms and amount of the deposit must be approved by the Service. The approved deposits are set forth in Appendix D to the Prospectus.
- 4) The Concessioner may not rent snorkel and other watersports equipment during the periods of "Dangerous Surf Advisory / Red Flag Warnings" implemented by weather services and the Park. If the rental and beach equipment has been dispersed to patrons prior to the warning being implemented, the Concessioner must make every effort to reclaim the rental items from patrons once the alert has gone into effect.
- 5) The Concessioner will provide all rental patrons with operational lessons to include, at a minimum, the following:
  - a) Orientation to include safety instructions and resource (reef) protection information.
  - b) Instructions on how to use rented equipment.
- 7) The kiosk assigned to the Concessioner will be used for rental transactions with the public. The Park will approve the location of a storage unit(s) for additional rental equipment can be stored.
- 8) The Concessions employees will be required to patrol the beach and will be responsible for setting up and removing rental equipment on the beach, answering patron questions about the resources, and monitoring the water safety of tour groups. All employees must know how to swim and be able to assist with emergency situations that may arise with rental patrons. Tour groups must be accompanied by one guide for every 50 passengers. This is the responsibility of the CUA Holders as set forth in the Business Opportunity that accompanied the Draft Contract.

**C) Equipment**

- 1) All rental equipment must be pre-approved by the Park prior to purchase. Equipment must be maintained in accordance with manufacturer recommendations and checked for proper operation prior to each rental. Copies of manufacturer recommendations must be provided to the Service upon request.
- 2) The Concessioner is responsible for the appropriate selection, inspection, maintenance, repair testing and use of all rental equipment. Rented items must be routinely inspected to ensure rentals are in proper working order and not showing signs of defect.
- 3) Rental equipment must be of a sufficient quality to ensure it performs effectively for the wearer, and supplied in an appropriate size range to ensure a good fit.
- 4) All snorkel rental equipment must be cleaned and sanitized according to U.S. Public Health code prior to each rental the use by another person.
- 5) Concessions staff must be available to assist patrons with placement and collection of larger rental equipment, i.e. lounge chairs, beach shades, etc. At the end of each day, the Concessioner must direct employees to “walk” the beach at the end of each day and collect any unreturned or unsecured rental items, i.e., lounge chairs, beach mats, etc. left on the beach.

**D) Audio/Visual Orientations**

The Concessioner will provide a television at the rental kiosk that will display continuous videos on the proper use of the water sports equipment to minimize user errors and/or damage to Park resources and coral reefs. The video must be approved by the Service prior to use. The concessioner must also display a sign at the kiosk with daily weather and surf conditions at the beach for its patrons.

**6) RISK MANAGEMENT PROGRAM****A) Documented Risk Management Program**

The Concessioner must develop, maintain, and implement a written Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director’s Order #50B, Occupational Safety and Health Program and standards established by the NPS for NPS Concessioner Risk Management Programs. The Concessioner must submit an initial written Risk Management Program to the Service **within 60 days of the effective date** of this Contract and resubmit the plan for Service review by **September 15 annually**. The Concessioner must update its Risk Management Program to ensure compliance with Applicable Laws and to respond to feedback provided by the Service. The Concessioner is responsible for conducting and documenting its own safety inspections as part of its Risk Management Program.

The Concessioner Risk Management Plan must include the following elements.

- Program Scope
- Responsibility and Accountability
- Training
- Documentation and Operational Controls
- Communications
- Reporting
- Inspections and Corrective Action
- Hazardous Incident Investigations and Abatement
- Management Review
- Any contract specific risk management requirements including all Technical Bulletins, current and future (as issued)

**B) Emergency Response**

The Concessioner is responsible for immediately reporting to the Service all hazardous material spills and discharges, fatalities, injuries and illnesses, fires, property damage, and illegal drug and substance abuse. The Concessioner will ensure that all oral reports of such incidents are followed by a written report, including a detailed description of the incident within 24 hours.

**C) Emergency Response Plan**

The Concessioner must provide plans, procedures, equipment and training to employees to effectively respond to release of hazardous substances and to medical emergency situations. An Emergency Action Plan must be submitted to the Park within 120 days after the effective date of the Contract.

- 1) *Safety Representative.* The Concessioner must designate one employee as the safety representative **within 60 days of the Contract effective date** and update this information as necessary. This person must have the authority to make decisions regarding safety concerns of patrons as well as any concerns within the concession assigned area and concerning their patrons regarding safety concerns.
- 2) *Acknowledgement of Risk.* The Concessioner may require clients participating in activities or renting equipment to sign an Acknowledgement of Risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract). The Concessioner may not require Area visitors to indemnify or hold harmless the Concessioner.
  - a) The Service approved sample Visitor's Acknowledgement of Risk form is available from the Service.
  - b) The Concessioner must submit any revisions to its Visitor's Acknowledgement of Risk form to the Service 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 must advise the Superintendent of this intention. The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer, and/or indemnification agreement.
- 3) *Concession Guest and Employee Accident/Injury Annual Analysis.* An annual summary listing guest and employee injury/accident types shall be provided to the Service. The summary must include additional information if required by the Service. The summary will compare the present year to the same data from the previous year.
- 4) *Service.* The Service is the authority having jurisdiction for program review. The Service may conduct inspections as necessary.

**7) SEVERE WEATHER EMERGENCY ACTION PLAN**

The Concessioner must develop and submit a Hurricane Plan to the Service for review and approval **within 90 days after the effective date of the Contract**. The Concessioner's Hurricane Plan must be consistent with the Area's Hurricane Plan. The Concessioner must review its Hurricane Plan annually, make revisions as needed, and provide the Service with the updated Hurricane Plan. The Service may request the Concessioner's participation in the review/revision of the Area's Hurricane Plan. The Concessioner must comply with all applicable provisions of both the Area and Concessioner's Hurricane Plans.

**EMERGENCIES****A) Working Phone**

The Concessioner must maintain a working phone at Trunk Bay for contact by visitors and for emergency communication.

**B) Immediate Notification**

The Concessioner must immediately notify the staff at the fee booth (Fee Staff) at Trunk Bay if there is an emergency involving employees or visitors to the Trunk Bay beach (including, but not limited to customers), including, but not limited to, situations in which serious injury is sustained. In instances when the Fee Staff is not on site, the Concessioner should use the "911" reporting procedures. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Emergency Phone Line at (866) 995-8467 at the Service Headquarters, or by any other means necessary to make the Service aware of the incident.

**C) First Aid Supplies**

The Concessioner must maintain basic first aid supplies at all Concession Facilities. All employees must be proficient swimmers and be certified in standard First Aid, Cardio Pulmonary Resuscitation (CPR) and the use of Automated External Defibrillator (AED). Concessions employees must be trained in rescue techniques to be able to retrieve patrons experiencing emergencies with rental equipment while they are in the water.

**D) First Aid Equipment**

NPS will provide the Concessioner a rescue board(s), an oxygen tank, and an AED to aid in emergency response to visitors at Trunk Bay Beach. Concession employees must be trained in the use of all first aid and rescue equipment. The concessioner must notify the NPS if the equipment needs to be repaired or replaced.

**8) VISITOR AND RESOURCE PROTECTION****A) General**

The Service provides resource, employee and visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will conduct law enforcement patrols within the Concession Facilities and respond to violations of Federal laws and regulations. Territorial officials may be called to assist in some matters, but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

**B) Dangerous Surf Advisory**

Concession employees are responsible for checking daily marine forecasts and weather conditions before opening. The Concessioner must post daily sea and weather conditions in a visible location at the kiosk for the patrons to easily see. The Concessioner must post the appropriate surf condition flag per NPS requirements. On days with forecasted dangerous surf advisories and weather conditions, the Concessioner will consult with the Park, and after doing so, suspend watersports equipment rentals until the weather conditions dissipate. The Concessioner may suspend equipment rentals at any time due to rapidly declining weather conditions but must notify the Park promptly after suspending the rental service.

**C) Marine Resources**

The Concessioner must ensure the protection of marine resources and must, as previously stated, provide interpretive resource messaging to all renters that will include instructions that patrons must not stand on or touch corals, and must not to take corals, shells, plants or animals, whether living or dead.

**9) UTILITY RESPONSIBILITIES****A) Concessioner**

- 1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.



- 2) The Concessioner is responsible for installing an electrical meter at the assigned kiosk, however the Concessioner will be responsible for reimbursing the Park for any electricity used at the watersports rental facility at Trunk Bay prior to the installation of a new meter. Meters will be used to determine actual usage. Billing statements for electrical use will be issued by the Service to the Concessioner each month. The Concessioner must pay the bill within 30 days of receipt.

#### **B) The National Park Service**

- 1) The Service operates and manages the potable water and wastewater systems at Trunk Bay Beach areas and will be responsible for providing potable water to the Concessioner.
- 2) The Service is not responsible for the collection and disposal of solid waste generated by the Concessioner's operations. The Concessioner is responsible for solid waste disposal include separation, recycling and disposal of solid waste all of which must be conducted and accomplished outside the Area.
- 3) The Service will bill the Concessioner for water services based on the amount of total water delivered to Concession Facilities in accordance with Applicable Laws, to include without limitation, Service policy that requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service. Payments for water and sewage must be made within 30 days of receipt of the water and sewer invoice.
- 4) The Service reviews its operating costs for utility systems and services annually. Each year's rates are based on the preceding fiscal year's actual costs. The Service will notify Concessioner in writing of any new rates 90 days prior to new rates becoming effective.
- 5) The Service may cease to provide a particular utility service if such service is commercially available and the Service decides to switch to a commercial utility.

### **10) PUBLIC RELATIONS**

#### **A) Public Statements**

The Concessioner must refer all media inquiries concerning the Area, operations within the Area, or incidents occurring within the Area to the Service. This includes all media interviews.

#### **B) Advertisements and Promotional Material**

- 1) *Promotional Material*
  - a) Initial Approval. The Concessioner must obtain Service approval of any promotional material, including website and social media material, prior to use or publication. The Service may need additional time to approve complex material and when the Concessioner needs Service staff assistance to help develop the material. The Concessioner should contact the Service well in advance to establish specific timeframes for each approval. The Concessioner should clearly provide its name, business location, phone number, website, and email address on all promotional material, as appropriate.
  - b) Required Modifications. All Concessioner advertising materials, to include websites, must be modified to reflect updates to this Operating Plan, as appropriate.
  - c) Changes. The Concessioner must submit all promotional media (including websites) changes to the Service for review and approval **at least 30 days prior to projected need or printing dates**. The Service will make every effort to respond to minor changes within 15 days.
- 2) *Website*
  - a) The Concessioner must provide accurate, up-to-date website information to the Service so that the Service can provide links from the Service website to the Concessioner's website.

The Concessioner must use the following Service-approved language in the description of the Concessioner on the website pertaining to the required services at the Park:

*(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).*

- b) The Service recommends that the Concessioner's website include sunscreen protection ideas and information on safe snorkeling techniques swimmers should use to avoid damage to coral reefs. Ideas include the following:
- Include pictures and information on Sun Protection Factor (SPF) swimwear and garments designed to wear over swimsuits while snorkeling and swimming.
  - A link to a video demonstrating proper snorkeling techniques to avoid damage to the reefs or other marine ecosystems.
  - Provide interpretive resource message that will include notification not to take or touch any of the corals, shells, plants or animals, whether living or dead.
  - Provide information on "reef friendly or reef safe" sunscreen products and suggest visitors purchase these types of protection products.
  - Suggest visitors wear SPF garments instead of using sunscreens.
  - Add information about science studies that have shown some of the chemicals in sunscreens promote viral infections in coral and can cause bleaching of hard coral species.
- 3) *Statements*
- a) Authorized. Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within the Area.
- b) Equal Opportunity Employer. Advertisements for employment must state that the company is an equal opportunity employer.
- 4) *Social Media*. The Concessioner may use Facebook, Twitter, or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval at least 30 days prior to making the site accessible to the public. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites:
- (Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).*
- 5) *Postings*. Postings, comments, photos, and other social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive, or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.
- 6) *Modifications*. The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.
- 7) *Use of National Park Service Authorized Concessioner Mark (Mark)*

- a) General. The Service has an approved Mark 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 superior, 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, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with services under the Contract; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on vessels.
- d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.
- e) Artwork, Layout, and Use. The Concessioner must use the official authorized mark artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- f) 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 and the Concessioner's proposed layouts in writing.

## 11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner should permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website ([www.nps.gov](http://www.nps.gov)).

## 12) ANNUAL VISITOR SURVEY

The Concessioner should be aware that the Service performs an annual survey conducted within a 30-day period of the high season encompassing all the services and programs provided in the Park. The purpose of the survey is to measure visitor satisfaction, understanding, and appreciation on the overall quality of the facilities and recreational opportunities provided within the Park.

## 13) REPORTING REQUIREMENTS

### A) Concessioner Operational Reports

The Concessioner must provide the Service with all supporting documentation for all operational reports upon request.

- 1) Management Listing and Organizational Hierarchy. The local General Manager must provide the Service with an accurate, current list which identifies key Concessioner management and supervisory personnel by department with their job titles, and office and emergency phone numbers, **immediately upon award of Contract** and subsequently by **October 1 of each year** of the Contract. The Concessioner must notify the Service of any change in key management personnel and update the list as needed to maintain an accurate roster of Concessioner management and supervisory personnel.

- 2) *Incident Reports.* For the incidents below, the Concessioner must immediately notify the staff at the fee booth (NPS Fee Staff) at Trunk Bay. In instances when the Fee Staff is not on site, the Concessioner should use "911" reporting procedures. After using the "911" reporting procedures, the Concessioner must immediately contact and report the incident to the Chief Law Enforcement Ranger's Office, Service or Park Headquarters, and any other means necessary to make the Service aware of the emergency.
- Any watersports accidents by renters resulting in property damage, personal injury, or death
  - Any fatalities or incidents involving personal injury or property damage in excess of \$500
  - Any medical emergency of or injury sustained requiring medical attention sustained by a visitor or employee in a Concession Facility. In this regard, the Concessioner shall be sure these circumstances are reported to the NPS Dispatcher. All complaints of employee and/or visitor illness must be promptly reported to the Park District Ranger so investigation can be undertaken if necessary or appropriate.
  - Any incident that affects the Area's natural and/or cultural resources
  - All suspected or known regulatory or criminal violations
  - Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or that involve an actual or potential violation of state and federal law

A written report should be submitted to the Service on the reported incident within 24 hours and should include statements from any concession employees that may have witnessed the emergency or incident.

- 3) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether employees or guests, 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. Reports shall be made immediately to the NPS Fee Staff at Trunk Bay. In instances when the Fee Staff is not on site, the Concessioner should report by telephone to the area's Safety Officer with a follow up e-mail to the Safety Officer, Chief of Commercial Visitor Services, and the Chief Ranger.

## **B) Monthly Asset Monitoring Report**

The Concessioner must provide a monthly Asset Monitoring Report to the Service. The following information must be included in this report. The report must be provided **by the 15th day of the following month.**

- 1) *Financial and Operational Statistics.* The Concessioner must provide operational statistics and financial information for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format (see Operational Reports by Use, below).
- 2) *Franchise Fee Payments.* The Concessioner must provide documentation to the Service demonstrating proof of required franchise fee payments as described in Section 11 of the Contract within 15 days of any remittance.
- 3) *Visitor Comments.* The Concessioner must provide to the Service tabulated summaries of all visitor comments, as well as a year-to-date tabulation.

The Concessioner must provide the Service with all supporting documentation for all operational reports upon request.

### C) Concessioner Financial Reports and Franchise Fees

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month following the end of each quarter**, the Concessioner must report on the franchise fee deposit made for the preceding quarter. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred and should be submitted to the Park Concessions Specialist. The quarters along with payment due dates are as follows:

Quarter 1 (January 1 to March 31)	Payment Due April 15
Quarter 2 (April 1 to June 30)	Payment Due July 15
Quarter 3 (July 1 to September 30)	Payment Due October 15
Quarter 4 (October 1 to December 31)	Payment Due January 15

### D) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner. If any reports referenced in this Plan, the Contract, the Maintenance Plan (Exhibit E) are not listed below, they are still required. Failure to list them below is not a waiver of the requirement. The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract, including but not limited to, operational information.

#### Summary Initial and Recurring Due Dates

TITLE	SCHEDULE	DUE DATES	REFERENCE
<b>Environmental Management Plan</b>	Initial	In 60 days of the Contract's effective date	Contract, Sec. 6 (b) (1)
<b>Risk Management Plan</b>	Initial/Annual	In 60 days of the Contract's effective date; Updates due by November 30 of each year	Operating Plan, Sec. 2 H;
<b>Merchandise Plan</b>	Initial	In 90 days of the Contract's effective date	Operating Plan, Sec. 6 B (2)
<b>Hiring Practices</b>	Initial	In 90 days of the Contract's effective date and as amended	Operating Plan, Sec. 2 F (3)
<b>Rate Approval</b>	Annual	At least 60 days prior to anticipated implementation dates	Operating Plan, Sec. 2 C (2)
<b>Management Listing</b>	Annual	May 1	Operating Plan, Sec. 8 A (1)a
<b>Certificate of Insurance</b>	Annual	30 days after renewal dates	Draft Contract 15 (a)

TITLE	SCHEDULE	DUE DATES	REFERENCE
<b>Employee Handbook</b>	Annual	All handbooks will be provided 30 days before release; updated copies will be provided annually	Operating Plan, Sec. 2 F (4) (f)
<b>Annual Financial Report</b>	Annual	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 13 (b)
<b>Schedule of Operation</b>	Annual	90 days before requested implementation	Operating Plan, Sec.2 A
<b>Fire Inspections</b>	Initial/ Annual	In 30 days after the Contract is signed, by March 30 of each year	Operating Plan, Sec. 2 E (3)
<b>Lost and Found Procedures</b>	As Required	In 30 days of the Contract's effective date	Operating Plan, Sec. 2 F (4)
<b>Background Check Policies</b>	Initial	In 90 days following the Contract's effective date	Operating Plan, Sec. 2 G (3) (b)
<b>Employee Handbook</b>	Initial	30 days before distribution to employees	Operating Plan, Sec. 2 G (8) (f)
<b>Environmental Management Plan</b>	Initial	In 60 days of the Contract's effective date	Contract, Sec. 6 (b) (1)
<b>Visitor Use Statistics</b>	Monthly	By the 15th day of the following month of each month of operation	Operating Plan, Sec. 8 A (2)
<b>Visitor Comments</b>	Monthly	By the 15th day of the following month of each month of operation	Operating Plan, Sec. 2 E (6) (a) and (b)
<b>Operational Performance Reports</b>	Monthly	By the 15th day of the following month for each month of operation	Operating Plan, Sec.8 A (3)
<b>Franchise Fee Payments and Monthly Financial Report</b>	Monthly	By the 15th day of the following month of each month of operation	Contract, Sec. 10 (b)

TITLE	SCHEDULE	DUE DATES	REFERENCE
<b>Miscellaneous Reports and Data</b>	Monthly	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including, but not limited to, operational information.	Contract, Sec 14 (C)

Effective \_\_\_\_\_