



United States Department of the Interior



NATIONAL PARK SERVICE
Interior Region I
North Atlantic-Appalachian
1234 Market Street, 20th Floor
Philadelphia, PA 19107

IN REPLY REFER TO:
5.D (IR1-CACO)

VIA ELECTRONIC MAIL ONLY – NO HARD COPY TO FOLLOW

Kelly Laramee, President/Owner
klaramee@johnsongolfmanagement.com
Johnson Golf Management
P.O. Box 1695
Harwich, MA 02646

Dear Ms. Laramee:

The National Park Service (NPS), after consideration of alternatives, has determined that an extension of NPS Concession Contract No. CC-CACO003-14 (as it may be amended, "Contract") is necessary in order to avoid interruption of visitor services. This Contract provides operation of golf course services at Cape Cod National Seashore.

Accordingly, under applicable provisions of the Contract that permit an extension of operations after expiration, the NPS hereby authorizes, subject to your execution of this letter of agreement ("Extension Agreement"), the extension of operations as described in the Contract from May 27, 2024 through May 27, 2025 or until the effective date of a new contract, whichever comes first.

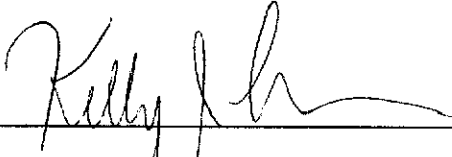
Please indicate your agreement to this extension by signing and dating in the space provided below. Scan and return the executed letter electronically to this office within 30 days of receipt to Kathleen Karhna-Glasby, Manager, Business Services Division at NER_Concessions@nps.gov

Please retain your signed extension letter copy for your records. If you have any questions, or if we can provide further assistance, contact Kathleen Karhna-Glasby, at 267-250-6514.

Sincerely,

Cinda Waldbuesser
Deputy Regional Director

Agreed:



12/13/23

Kelly Laramee, President/Owner
Johnson Golf Management

Date

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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 Click here to enter Park Unit Name (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 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 that 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,
- F) *NPS-48.*** Service Policy is available upon request from the Service.
- G) *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.
- H) *Waste Reduction.*** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;

- (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) *Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.*

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services and facilities.
- (3) Review and approval of rates charged for all commercial services.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time per day will be left unreserved in advance of the day of play. These tee times will be available until 8am on the day of play or walk-ins, after which time they may be filled. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day's hours of operation. All other tee times will be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a reserved starting time.
- (2) Visitors may purchase a season pass at a rate that has been approved by the Superintendent. Season passes are applicable to green fees only and do not include any other rights and privileges.
- (3) Minimum operating season and hours are as follows:

Operating Season	Facility	Service	Hours
April 1- Memorial Day	Golf Course	Golf rounds	7:00 am - 5:00 pm
April 1- Memorial Day	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	7:00 am - 5:00 pm
April 1- Memorial Day	Snack Bar	Limited food and beverage service and alcoholic beverage service	7:00 am - 5:00 pm
Memorial Day- Labor Day	Golf Course	Golf rounds	6:00 am - 7:00 pm
Memorial Day- Labor Day	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	6:00 am - 7:00 pm

Operating Season	Facility	Service	Hours
Memorial Day- Labor Day	Snack Bar	Limited food and beverage service and alcoholic beverage service	6:00 am - 7:00 pm
Labor Day- October 31	Golf Course	Golf rounds	7:00 am - 5:00 pm
Labor Day- October 31	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	7:00 am - 5:00 pm
Labor Day- October 31	Snack Bar	Limited food and beverage service and alcoholic beverage service	7:00 am - 5:00 pm
October 31- April 1	Golf Course	Golf rounds	7:00 am -5:00 pm

(4) *Special Events.*

- (a) The Concessioner must submit a proposed list of events (e.g. tournaments and fundraisers) to the Service no later than February 1.
- (5) *Emergency Operations.* For "after hours" emergencies, (e.g., life threatening or safety issues) the Concessioner must prominently display instructions for the guest/visitor to immediately call 911. Non-emergency call instructions should also be provided and displayed in a prominent location.
- (6) *Annual Meetings.* The Concessioner must meet with the Service annually, within 30 days of October 31, to review the previous year's operation, review the Operating and Maintenance Plans, and discuss planned operations for the upcoming season. During these meetings, the Service will present any planned NPS projects which may potentially affect concession operations during the upcoming season.

B) 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 rates charged for a similar level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.
- (a) Merchandise Rates. Rates will be determined using manufacturer's suggested retail price (MSRP), or if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price. The Competitive Market Declaration will be evaluated on an annual basis.
- (b) Food and Beverage Rates. Items that have a MSRP should be sold at that rate. Items without a MSRP will be at core menu (see Appendix G for the Rate Administration Guide). The Concessioner must submit its core menu for rate approval prior to implementation. It is not necessary to notify the Service of minor menu changes to non-core items.
- (c) Other Services Rates. All other items will be determined by Comparability.
- (2) *Rate Approval Process*
- (a) Annual Rate Changes. All rates charged by the Concessioner under comparability must be submitted to the Service for approval prior to implementation. Requests for rate change and Service approval must be submitted no later than February 1:
- The Service will approve or disapprove such annual rate request, and if appropriate adjust rates, using its selected comparable, and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must

clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All annual rate increase requests must be in writing and provide information to substantiate the requested change in rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. If the Concessioner anticipates that no annual rate increase will be requested, the Concessioner will notify the Service of this in writing by the above-mentioned deadline. Emergency rate increase requests will be entertained on an as needed basis.

- (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. Rate requests require support by established criteria and comparability data. The current Rate Administration Guide (Appendix X) outlines the information the Concessioner must include in the request.
- (c) 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.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made 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.

D) Evaluations

- (1) *General*
 - (a) The Concessioner must provide the services and facilities required by this Contract in conformance to evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines, and within acceptable hospitality industry practices. The Concessioner must separately inspect and monitor Concession Facilities and to ensure conformance with the Service and Hospitality Industry Standards and Practices.
 - (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
 - (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by April 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.
 - (a) *Contract Compliance Report*. The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees.
 - (b) *Operational Compliance Report*. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Environmental Management Program, Public Health Rating, and Periodic Operational Evaluations.

- Risk Management Program Evaluation
 - ◆ The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - ◆ The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.
- Environmental Management Program Evaluation
 - ◆ The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.
 - ◆ The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
- Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.
- Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (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 <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.

(2) Credit Cards. The Concessioner must honor at a minimum MasterCard and Visa.

(3) Public Restrooms. The Concessioner must keep all public restrooms clean, well stocked and available to the public during staffed operating hours.

(4) Lost and Found.

- (a) Each found item shall be tagged, listing the item found, location found, date and time found, and who found it. If an item is not claimed within seven (7) days, it shall be turned over to the Service or mailed or transmitted to the Park in accordance with the Park's Lost and Found Policy.

The lost and found program must conform to Service guidelines found in D.O. 44 Sec 10.34, or 36C.F.R. 2.22. The Service will provide the most recent version and any updates.

(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.
- The only maintenance activity allowed within the Area is fueling vehicles in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes, and painting must take place outside the Area.

- (b) Identification. Concessioner must identify all Concessioner-owned vehicles with the Concessioner name and logo.
- (c) Parking. The Concessioner must ensure that its employees park Concessioner-owned vehicles and their personal vehicles in the areas designated for such purposes at all times.
- (6) *Integrated Pest Management*.
 - (a) See Exhibit E: Maintenance Plan, Page E-B6, Section E.
- (7) *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 by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.
 - (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.
 - (c) The Concessioner may not sell merchandise such as bird or other small animal feeders, plant material, or plant seed of any kind within the Area.
 - (d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie, and store all solid waste from its operations in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, bear-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.
 - (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.
- (8) *Visitor Comments*. The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards at check-out stations/point of sales registers.
 - (a) The Concessioner must investigate and respond to all visitor complaints regarding its services within 5 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
 - (b) The Concessioner promptly must 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.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints within 5 business days of receipt. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.
 - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

F) Human Resource Management

- (1) *Employee Identification and Appearance.* The Concessioner must ensure that all employees in direct contact with the public wear uniforms or 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 freshly laundered and in good condition (not torn, stained or excessively faded). The Service will approve initial uniform standards and any changes.
- (2) *Firearms:* Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her 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 Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (3) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, benefits (if offered), overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should illegal drug use occur, the Concessioner must promptly report the use and subsequent actions taken to the Chief Ranger's Office or an NPS Law Enforcement Investigator.

The Concessioner must develop a drug and alcohol testing program for all employees that includes, as appropriate, random testing. The Concessioner must make proof of testing available to the Service upon request.
 - (c) Background Checks. The Concessioner must ensure that adequate background checks are performed on all employee hires as appropriate for the position. Background checks must include: wants/warrants check, local criminal history check, 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 an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
 - (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
 - (e) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
 - (f) Volunteers in the Park (VIP). The Concessioner will allow its employees to participate in the Park's VIP program when not on duty for the Concessioner.
- (4) *Training: The Concessioner must provide appropriate training as follows:*
 - (a) Manuals. The Concessioner must develop written training materials for its employees.
 - (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
 - (c) Job Training. The Concessioner must provide adequate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
 - (d) Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.

- (e) Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
 - (f) Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.
 - (g) 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 Food Code.
 - (h) Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (5) *Orientation*. The Concessioner must provide mandatory orientation and training for its employees.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
 - (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
 - (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
 - (d) The Concessioner may request Service staff present certain topics of interest.
- (6) *Employee Handbook*. The Concessioner must provide all employees with a copy of the Concessioner's official employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of its official employee handbook to the Concessions Management Office for a 30-day period of review prior to distribution to employees to assure consistency with all Area rules and regulations. When the official employee handbook is updated, the Service must review changes prior to distributing the updated handbook to Concessioner's employees.
- (7) *Employee Responsibilities*. The Concessioner must require that their employees adhere to all Applicable Laws at all times.
- (8) *Organized Labor Activity*
- The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

G) 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. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions.
 - (b) *Service Involvement*. The Service staff may advise and assist the Concessioner in the development of interpretive materials.
- (2) *Non-Personal Interpretive Services*
- (a) The Concessioner will explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.

- (b) *Area Information*. The Concessioner must make Area informational handouts available at each operation. The Concessioner must provide a container or box to collect concessions or Park related documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Interpretation and Education Division.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Evaluations

- (1) *Area Environmental Management Evaluations*. The Service will conduct environmental management evaluations as outlined in Section 4 (E) (1) (b).
- (2) *Service Environmental Audits*. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

6) RISK MANAGEMENT

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B¹, Occupational Safety and Health Program and NPS-48, Chapter 34. The Concessioner must submit its initial plan to the Service within 120 days of the effective date of the Contract and annually thereafter by December 31 of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service

¹ [Director's Order #50B: Occupational Safety and Health Program \(nps.gov\)](#)

(19) Plans are distributed to employees or posted conspicuously

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide the Service with a copy of the Emergency Action Plan and Emergency Response Plan prior the effective date of the contract and an updated version within 30 days. This will be reviewed and updated on an annual basis.

(1) Hurricane Preparedness

The Concessioner must prepare a plan for preparing for and responding to hurricane events. The Concessioner must provide the Service with a Hurricane Preparedness Plan prior the effective date of the contract and provide an updated version of the plan within 30 days. The plan will be reviewed and updated on an annual basis.

7) 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 must contract with independent suppliers to provide utility services, including electricity, phone, internet, propane, solid waste and recyclables removal. The Concessioner must provide prompt payment for these services.
- (3) The Concessioner must contract with independent suppliers to service and inspect the septic system as needed. The Concessioner must provide prompt payment for these services.
- (4) The Concessioner will comply with NPS Director's Order 35B: Cost Recovery for National Park Service Provided Utilities.

B) Service

- (1) The Service will provide water services to the Concession Facilities.
- (2) The Service will bill the Concessioner in accordance with its Applicable laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service, or comparability, whichever is greater.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing 60 days before new rates for the upcoming year become effective. Rates will be based on a Service comparability study and results of the preceding fiscal year's actual costs.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service.* The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.
- (2) *Concessioner Personnel.*
 - (a) The Concessioner must secure all buildings, equipment, and facilities under its control.
 - (b) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

- (1) Fire prevention and protection must be primary considerations at all Concession Facilities. The Service does not provide structural fire response. Local communities generally provide structural fire response. The Concessioner must coordinate with local communities and ensure that an

- agreement is in place for structural fire response at Concession Facilities. The Concessioner must ensure that it meets all requirements to qualify for local community fire protection.
- (2) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
 - (3) The Concessioner must ensure that all Concession Facilities meet and comply with Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58).
 - (4) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

C) Emergency Medical Care

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities and any areas assigned under the Contract as shown in Exhibit C.
- (2) The Concessioner must provide adequate training and certification to its staff to respond to basic emergency medical needs, including at a minimum basic First Aid, Cardio Pulmonary Resuscitation (CPR), and use of an Automated External Defibrillator (AED). All reasonable efforts must be made to see that at least one Concessioner employee certified in basic first aid and CPR/AED techniques is on site in the Concession Facilities during all scheduled operation hours and events. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (3) The Concessioner must provide at least one Automated External Defibrillator at the Pro Shop.
- (4) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. At least one Concessioner employee, who is certified in basic First Aid, must be available during operating hours to render assistance if needed and to call Park emergency personnel.

9) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), 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. Prices are approved by the National Park Service."

Please address comments to: Superintendent
Cape Cod National Seashore Park Headquarters
99 Marconi Site Road
Wellfleet, Massachusetts 02667

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

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

C) Advertisements and Promotional Material

(1) *Promotional Material*

- (a) *Approval.* The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review.
- (b) *Changes.* The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
- (c) *Material.* The Concessioner should publish all advertisements and promotional material using soy- based inks on minimum 30% post-consumer material paper and tree-free products and double- sided.
- (d) *Websites.* The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website.
- (e) The Concessioner must distribute the Area newspaper and brochure to visitors.

(2) *Use of National Park Service Authorized Concessioner Mark (Mark)*

- (a) 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 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 required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed 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 presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (e) *Artwork, Layout and Use.* The Concessioner must use official 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.

(3) *Statements*

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Cape Cod National Seashore
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

10) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, safe and healthy, environmentally-sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner must monitor its operations to ensure that quality standards are met.

B) Golf Course Operation – Highland Links Golf Course

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time per hour per day will be left unreserved in advance of the day of play. These tee times will be available until 8:00 am on the day of play for walk-ins, after which time they may be filled. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day's hours of operation. All other tee times will not be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a starting time.
- (2) Visitors may purchase a season pass at a rate that has been approved by the Superintendent. Seasonal passes are applicable to green fees only and do not include other rights and privileges.
- (3) Approval of the Superintendent is required prior to the scheduling of any tournaments.
- (4) Carts and golf clubs will be available to rent. The Concessioner shall maintain an adequate supply of quality rental equipment to meet visitor needs. Rental equipment must be maintained in safe and complete working order, according to applicable State, Federal, and local laws.

C) Golf Merchandise, Sundries, and Equipment Rental – Pro Shop

- (1) The Pro Shop will offer for sale golf merchandise and sundries and will provide motorized and non- motorized golf cart and equipment rental. The Service has the right to review and approve all merchandise offered for sale and may require the Concessioner to remove items determined to be inappropriate or unacceptable for sale.
- (2) The Concessioner shall carry a selection of clothing and golf sporting goods to meet the needs of visitors. The intent of this visitor service is to provide a narrow selection of items which nonetheless represents a range of price and quality levels. All items displayed and display fixtures shall be kept in good condition.
- (3) The Concessioner must develop a merchandise plan within 120 days of the effective date of Contract execution. The Plan will clearly describe the categories and types of products approved for sale. The merchandise plan will be reviewed and approved by the Service. The Service has the right to review and approve all products offered for sale.
- (4) *Prohibited Items.* The Concessioner must not sell or display:
 - (a) Tobacco products or related items in vending machines.
 - (b) Articles that are pornographic, obscene, inappropriate or items that reflect a lack of concern for the environment or a culture.
 - (c) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
 - (d) Live plant materials.
 - (e) Fossils or other earth products (such as petrified wood) whose origin is from public lands.
 - (f) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - (g) Merchandise that has exceeded the producer's specific "Do not sell after" date.
 - (h) Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
 - (i) Firearms, toy firearms, slingshots, paintball guns, etc.
- (5) *Facility and Merchandise Appearance*

- (a) The Concessioner must not impede the views from outside of the Assigned Concession Facilities looking into interior spaces with signs in windows or other obstructions.
- (b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
- (c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
- (d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
- (e) The Concessioner may offer for sale only undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
- (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.

D) Limited Food and Beverage – Snack Bar

- (1) The Pro Shop will provide food and beverage services including snack bar services with prepackaged sandwiches, confections, and soft drinks. The menu will maintain a price range that accommodates the general range of park visitors. The Service has the right to review and approve all food and beverage products offered for sale.
- (2) *Staffing.* The Concessioner must ensure that the Golf Course and Pro Shop will be adequately staffed during all operating hours specified in this Operating Plan.
- (3) *Product Availability.* The Concessioner must ensure the availability of all items listed on menus and menu boards, in adequate supply, during the entire serving period.
- (4) *Food Safety Certification.* All food service employees must have a current food safety certification as required by state, county, or local health department.
- (5) *Public Health.* All food storage, handling, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (6) *Reduction of Food Waste and Recycling of Beverage Containers.* The Concessioner must use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers and provide appropriate recycling containers in the food service area. If disposable table settings are needed, the Concessioner should use biodegradable disposable products (e.g. cups, plates, and cutlery).
- (7) *Menu.* The menu will maintain a price range and variety of food services to accommodate a wide range of Area visitors.
- (8) *Healthy Food.* The Concessioner must provide healthy food options for adults and children's menus including vegetarian, foods with less additives, and foods that are reduced in fat and reduced in calories. The menus and menu boards will provide nutritional information regarding these healthy choices to the extent possible, appropriate, and feasible.
- (9) *Sustainable Food/Local and Regional Product.* To the extent possible, appropriate, and feasible, the concessioner is encouraged to purchase regionally grown and environmentally preferable foods, such as but not limited to shade grown coffee, organically produced fruits and vegetables, and local or regionally raised meat. When the Concessioner cannot identify local sources, it may use regional sources when possible. For this Operating Plan, the Service defines "local" as the state of Massachusetts and "regional" as New England, including the states of Maine, Vermont, New Hampshire, Connecticut and Rhode Island.
- (10) *Food Quality.* To the extent possible, the Concessioner must use fresh ingredients, especially for produce. The food served must be of the highest quality possible. The Concessioner must avoid artificial flavorings, as much as possible. The Concessioner must not use dairy products or eggs produced using hormone enhancement (e.g., rBGH or rBST). The Concessioner must avoid, to the extent possible, other ingredients produced using hormone enhancement as well.

E) Alcoholic Beverage Sales (Authorized)

- (1) *Alcohol Sales.* Any sale by the Concessioner of alcohol, containing more than 1 percent of alcohol by weight, must conform to all state and county laws and regulations. Alcoholic beverage service will be available to the public only at a designated lounge. No promotional activities shall center on alcoholic beverages (i.e., happy hours, two-for-one sales, etc.).

F) Vending – Pro Shop (Authorized)

- (1) *Vending Sources.* Vending machines must be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Concessioner must receive Service approval for the type and location of all vending machines.
- (2) *Standards.* The machines must be clean, properly stocked, and in good working condition.
 - (a) Signage on the machine either may relate to Area themes or must be generic in nature.
 - (b) The Concessioner must post the beverage container deposit/recycling information on the machine.
 - (c) Brand information must only be visible when at the machine.
 - (d) The Concessioner must adequately illuminate the machine but must not contribute to light pollution at night. The machine should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - (e) The Concessioner must provide recycling and trash containers at these locations as approved by the Service.

G) Golf Lessons (Authorized)

- (1) The Concessioner may offer golf lessons at the Highland Links Golf Course.
- (2) If the Concessioner chooses to offer golf lessons, it must submit a plan including rates and hours of operation for Service approval before operating.

H) Special Events (Authorized)

- (1) The Concessioner may hold special events as approved by the Park.
- (2) Events must be contained within the assigned area.

11) REPORTING REQUIREMENTS**A) Operational Reports**

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

- (1) *Management Listing.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by April 30 of each year and upon any significant revisions.
- (2) *Incident Reports.* For the incidents listed below, the Concessioner must immediately use "911" reporting procedures.
 - (a) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
 - (c) All suspected or known regulatory or criminal violations as soon as possible.
 - (d) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate any Applicable Law as soon as possible.
- (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.

- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state.
- (5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service within 14 days of receipt.

B) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date	Reference
Balance Sheet	Initial	Within 90 days of the execution of this Contract or its effective date, whichever is later	Draft Contract, Sec. 13 (c)
Risk Management Plan	Initial/ Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 A)
Emergency Response Plan	Initial/ Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B)
Hurricane Preparedness Plan	Initial/ Annually	Initial: Prior to the effective date of the contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B) (3)
Merchandise Plan	Initial	Not later than 120 days after execution of the Contract	Operating Plan, Sec. 10 C),(3)
Employee Handbook	Initial/ Updates	Not later than 60 days before the effective date of the Contract Updates: as needed	Operating Plan, Sec. 4 F) (6)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 13 (b),(1)
Schedule of Operations	Annually	Not later than February 1	Operating Plan, Sec. 4 (a)
Annual Meeting	Annually	Within 30 days of October 31	Operating Plan, Sec. 4 A),(4)
Rate Approvals	Annually	Not later than February 1	Operating Plan, Sec. 4 B),(2) (a)
Annual Overall Rating	Annually	Not later than April 1	Operating Plan, Sec. 4 D),(2)
Management Listing	Annually	Not later than April 30 and when significant changes occur	Operating Plan, Sec. 11 A) (1)

Title	Schedule	Due Date	Reference
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 14 (a)
Inventory of Hazardous Substances	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Franchise Fee	Monthly	Not later than the 15th day after the last day of each month of operation	Draft Contract, Sec. 10 (a)
Visitor Comments	Monthly	Not later than 15 days after the end of each month	Operating Plan, Sec. 4 E),(8),(d)
Promotional Material	As Necessary	Not later than 30 days prior to projected need	Operating Plan, Sec. 9 C),(1),(b)
Survey/Visitor Response Data	As Provided	14 days of receipt	Operating Plan Sec. 11 A),(5)

Note: Per the Contract, 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.

Effective _____, 20__

EXHIBIT C**Land Assigned**

Land is assigned in accordance with the boundaries shown on the map of the following page.

Real Property Improvements Assigned

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this Contract:

Asset Code	Asset Description	Asset Type	Unit of Measure	Quantity	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
38616	Highland Club House	4100	Sq Ft	2,051	1917	Y	\$431,131
38616	Highland Pump House	4100	Sq Ft	67	1992	N	\$3,375
38616	Highland Golf Garage	4100	Sq Ft	1,104	1988	N	\$112,873
38616	Highland Golf Hazmat Storage	4100	Sq Ft	64	1990	N	\$4,901
38616	Irrigation Pump	4100	EA	1	1970	N	
236343	Highland Golf Cement Slab and Fuel System	5700	EA	1	1995	N	\$7,354
236345	Highland Links Golf Links (Holes 1-9)	3100	AC	n/a	1955	Y	
Total							\$559,634

** Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.*

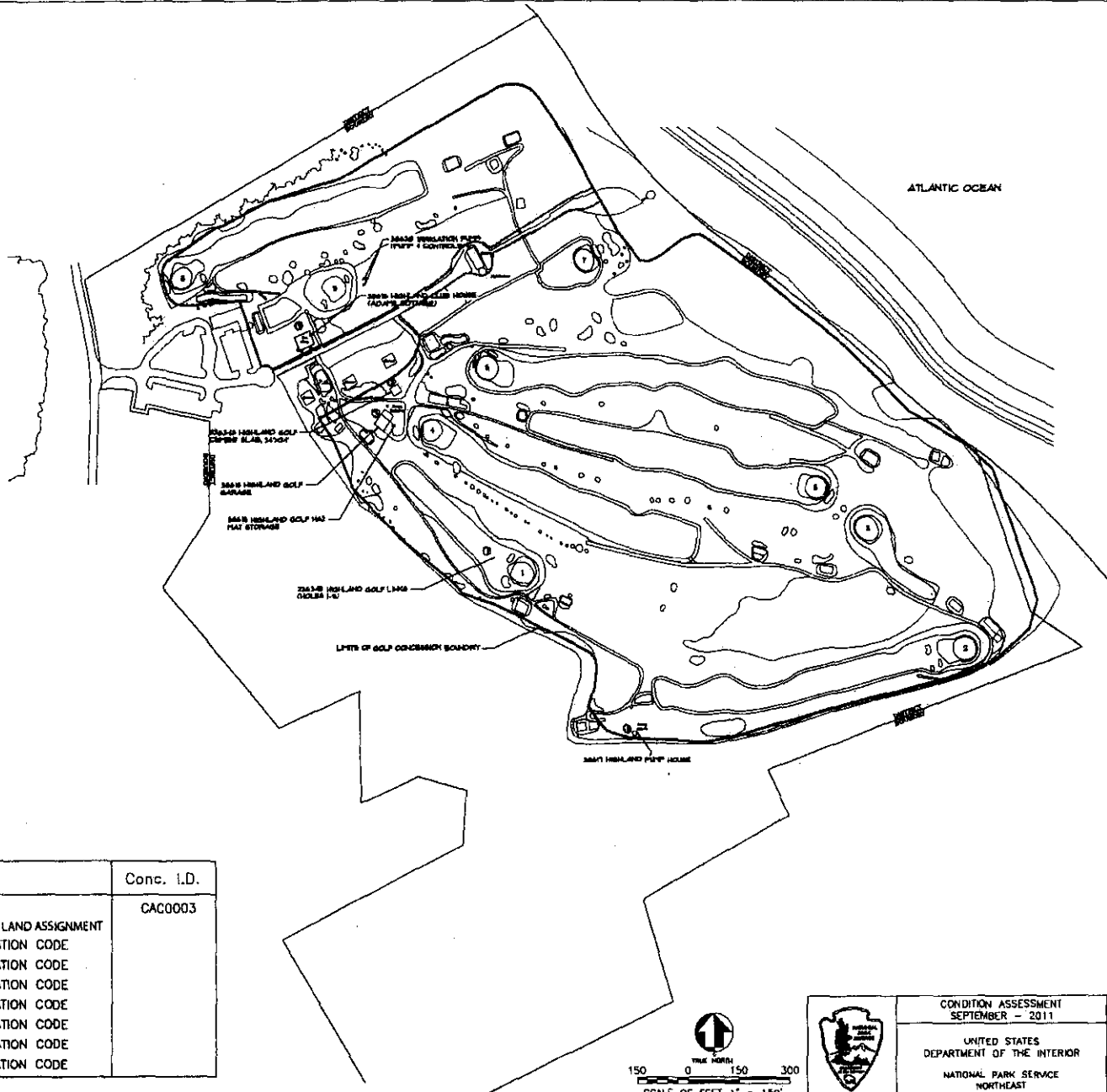
Approved, effective _____, 2022

By: _____


Gay E. Vietzke

National Park Service Regional Director, Interior Region 1, Northern Atlantic - Appalachian

Y:\Project\National Park Service\Cape Cod NS\Drawings\CAC SITE PLAN - 101.dwg, 12/28/2011 9:24:46 AM



KEY	Conc. I.D.
① PROJECT NORTH	CAC0003
— BOUNDARY OF LAND ASSIGNMENT	
38816 FMSS# LOCATION CODE	
38817 FMSS# LOCATION CODE	
38818 FMSS# LOCATION CODE	
38819 FMSS# LOCATION CODE	
38820 FMSS# LOCATION CODE	
238343 FMSS# LOCATION CODE	
238345 FMSS# LOCATION CODE	

	CONDITION ASSESSMENT SEPTEMBER - 2011	SITE PLAN COMPREHENSIVE CONDITION ASSESSMENT - SPECIAL REPORT	DRAWING NO. 101
	UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE NORTHEAST	HIGHLAND LINKS GOLF COURSE CAPE COD NATIONAL SEASHORE CAC0003 SITE PLAN	PAGE NO. SHEET 1 1 OF 1
REGION NORTHEAST COUNTY BARNSTABLE STATE MASSACHUSETTS			

CATEGORY II CONCESSION CONTRACT

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Cape Cod National Seashore

Highland Links Golf Course

Operation of a 9-Hole Links Golf Course, including Golf Equipment, Pro Shop Sales, and
Limited Food and Beverage Service

CONCESSION CONTRACT NO. CACO003-14

Johnson Golf Management Inc.

1A Grove Street, Plainville, MA 02762

Doing Business As n/a

Covering the Period May 28, 2014 through May 27, 2024

**CONCESSION CONTRACT
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IDENTIFICATION OF THE PARTIES

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Northeast Region, (hereinafter referred to as the "Director"), and Johnson Golf Management, a Corporation organized and existing under the laws of the State of Massachusetts, (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, Cape Cod National Seashore is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub. L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. CACO003-14 ("Contract") shall be effective as of May 28, 2014, and shall be for the term of ten (10) years until its expiration on May 27, 2024.

SEC. 2. DEFINITIONS

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

(a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) "Area" means the property within the boundaries of Cape Cod National Seashore.

(c) "Best Management Practices" or "BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this Contract and all real property improvements assigned to the Concessioner under this Contract. The United States retains title and ownership to all Concession Facilities.

(e) "Days" shall mean calendar days.

(f) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(g) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.

(h) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) Charges for employees' meals, lodgings, and transportation;
- (3) Cash discounts on purchases;
- (4) Cash discounts on sales;
- (5) Returned sales and allowances;
- (6) Interest on money loaned or in bank accounts;
- (7) Income from investments;
- (8) Income from subsidiary companies outside of the Area;
- (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
- (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(k) "Superintendent" means the manager of the Area.

(l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this Contract.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

During the term of this Contract, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this Contract:

	Service	Location
i.	Operation of the 9-hole Highland Links Golf Course.	Highland Links Golf Course
ii.	Motorized and non-motorized cart rental.	Highland Links Golf Course
iii.	Pro shop sales of golfing merchandise and equipment, sundry items	Pro shop
iv.	Golf equipment rental	Pro shop
v.	Limited food and beverage sales	Pro shop and snack bar

Minimum operating hours and dates are located in Exhibit A of the Draft Contract.

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this Contract:

	Service	Location
i.	Golf lessons	Highland Links Golf Course
ii.	Alcoholic beverage sales	Snack bar
iii.	Vending	Pro shop
iv.	Special events	Within concessioner operated area

The authorized services include providing golf lessons on the golf course. Limited food and beverage sales may include the sale of alcoholic beverages at the snack bar and vending at the pro shop. The Concessioner may also hold special events within the golf course area boundary with approval from the park.

(b) Operation and Quality of Operation

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this Contract to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this Contract. The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this Contract as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that

are in furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

(a) Employees

(1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this Contract.

(2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.

(3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

(1) If the Concessioner is required to provide employee housing under this Contract, the Concessioner's charges to its employees for this housing must be reasonable.

(2) If the visitor services required and/or authorized under this Contract are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This Contract, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this Contract. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this Contract.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where To Send Notice

All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, Massachusetts 02667

Notices sent to the Concessioner shall be sent to the following address:

President /CEO
Johnson Golf Management Inc.
1A Grove Street
Plainville, MA 02762

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION**(a) Environmental Management Objectives**

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this Contract:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this Contract.

(b) Environmental Management Program

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this Contract. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this Contract.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) **Goals and Targets.** The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) **Responsibilities and Accountability.** The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) **Documentation.** The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) **Documentation Control and Information Management System.** The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) **Reporting.** The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.

(vii) **Communication.** The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) **Training.** The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) **Monitoring, Measurement, and Corrective Action.** The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this Contract, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) **Inventory of Hazardous Substances and Inventory of Waste Streams.** The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this Contract. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) **Reports.** The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which

coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this Contract from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this Contract.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES**(a) Concessioner Obligations**

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this Contract.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director Review of Content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER**(a) Assignment of Concession Facilities**

(1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this Contract. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this Contract.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this Contract if:

- (1) The withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;
- (2) The operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or
- (3) Land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this Contract will be treated as a termination of this Contract pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this Contract. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this Contract. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

(g) Utilities

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

SEC. 9. MAINTENANCE

(a) Maintenance Obligation

Subject to the limitations set forth in Section 8(a)(1) of this Contract, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of this Contract.

SEC. 10. FEES

(a) Franchise Fee

(1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal to sixteen and one-tenth percent (16.1 %) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited by the Concessioner in accordance with Applicable Laws.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published

quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

(d) Adjustment of Franchise Fee

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

(3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.

(4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.

(5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

(6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.

(7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.

(8) Any adjustment to the franchise fee resulting from this section shall be prospective only.

(9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.

(10) During the pendency of the process described in this section, the Concessioner shall continue to make the established franchise fee payments required by this Contract.

SEC. 11. INDEMNIFICATION AND INSURANCE

(a) Indemnification

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

(b) Insurance in General

(1) The Concessioner shall obtain and maintain during the entire term of this Contract at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this Contract as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section.

The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

- (1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this Contract.
- (2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the Contract. The minimum values currently in effect are set forth in Exhibit F.
- (3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.
- (4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this Contract, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.
- (5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States, unless the damage exceeds \$1,000,000. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this Contract to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.
- (6) The commercial property package shall include the coverages and amounts described in Exhibit F.

SEC. 12. BONDS AND LIENS

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this Contract.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this Contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area.

SEC. 13. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this Contract, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

Balance Sheet. Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

SEC. 14. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this Contract:

(a) Insurance Certification

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this Contract. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this Contract, and as otherwise required by the Director under the terms of this Contract.

(c) Miscellaneous Reports and Data

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.

SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this Contract in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this Contract at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this Contract, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to bankruptcy or insolvency.

(5) Termination of this Contract for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the

Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this Contract for any reason or expiration of this Contract, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this Contract. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

(3) To avoid interruption of services to the public upon termination of this Contract for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this Contract for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

(4) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit G to this Contract, "Transition to New Concessioner." This section and Exhibit G shall survive the expiration or termination of this Contract.

SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This Contract is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this Contract for which the Director may terminate this Contract for default. The Director shall not be obliged

to recognize any right of any person or entity to an interest in this Contract of any nature or operating rights under this Contract, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this Contract.

SEC. 17. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this Contract is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this Contract are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this Contract.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

(g) This Contract is subject to the provisions of 2 C.F.R. Part 1400, as applicable, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This Contract does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this Contract shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

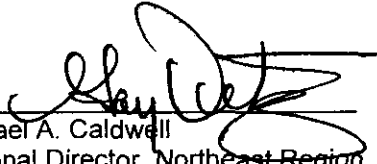
(m) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

In Witness Whereof, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONCESSIONER

UNITED STATES OF AMERICA


By 
Douglas Johnson
President
Johnson Golf Management Inc

By 
Michael A. Caldwell
Regional Director, Northeast Region
National Park Service

DATE: 5/5, 2014

DATE: 5/12, 2014

ATTEST:

By 
[Name of signer] Jason Laramie
[Title of signer] Business Manager

DATE: 5/5, 2014

**EXHIBIT A
OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between Johnson Golf Management, Inc, (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 Cape Cod National Seashore (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. See Exhibit C, Assigned Land and Real Property.

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

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) **Environmentally 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 that 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.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site general manager who:
 - a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;

- c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- a) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- b) Evaluation of Concessioner services and facilities.
- c) Review and approval of rates charged for all commercial services.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time per day will be left unreserved in advance of the day of play. These tee times will be available until 8am on the day of play or walk-ins, after which time they may be filled. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day's hours of operation. All other tee times will be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a reserved starting time.
- (2) Visitors may purchase a season pass at a rate that has been approved by the Superintendent. Season passes are applicable to green fees only and do not include any other rights and privileges.
- (3) Minimum operating season and hours are as follows:

Highland Links Golf Course			
Minimum Operating Season	Facility	Service	Minimum Operating Hours
April 1 – Memorial Day	Golf Course	Golf rounds	7:00 am – 5:00 pm
	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	
	Snack Bar	Limited food and beverage service and alcoholic beverage service	

Memorial Day through Labor Day	Golf Course	Golf rounds	6:00 am – 7:00 pm
	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	
	Snack Bar	Limited food and beverage service and alcoholic beverage service	
Labor Day – October 31	Golf Course	Golf rounds	7:00 am – 5:00 pm
	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and vending	
	Snack Bar	Limited food and beverage service and alcoholic beverage service	
October 31- April 1	Golf Course	Golf rounds	7:00am -5:00pm

(4) *Normal Operations.*

- (a) The Concessioner must submit proposed opening and closing dates and hours of operation to the Service no later than **February 1** for the next season, which must include at a minimum the opening/closing dates and hours as listed above.
- (b) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. No changes in dates, days of the week, or hours of operation may be initiated before the Concessioner receives the written approval required in the immediately preceding sentence. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.
- (c) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner will obtain the prior approval from the Service. The Concessioner also must notify the Park Superintendent or the Concessions Management Division of unscheduled closures, as soon as is possible.

(5) *Special Events.*

- (a) The Concessioner must submit a proposed list of events (e.g. tournaments and fundraisers) to the Service no later than **February 1**.

(6) *Emergency Operations.* For "after hours" emergencies, (e.g., life threatening or safety issues) the Concessioner must prominently display instructions for the guest/visitor to immediately call 911. Non-emergency call instructions should also be provided and displayed in a prominent location.

(7) *Annual Meetings.* The Concessioner must meet with the Service annually, **within 30 days of October 31**, to review the previous year's operation, review the Operating and Maintenance Plans, and discuss planned operations for the upcoming season. During these meetings, the Service will present any planned NPS projects which may potentially affect concession operations during the upcoming season.

B) 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 rates charged for a similar level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.

- a) Merchandise Rates. Rates will be determined using manufacturer's suggested retail price (MSRP), or if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price. The Competitive Market Declaration will be evaluated on an annual basis.
- b) Food and Beverage Rates. Items that have a MSRP should be sold at that rate. Items without a MSRP will be at core menu (see Appendix G for the Rate Administration Guide). The Concessioner must submit its core menu for rate approval prior to implementation. It is not necessary to notify the Service of minor menu changes to non-core items.
- c) Other Services Rates. All other items will be determined by Comparability.

(2) *Rate Approval Process*

- (a) Annual Rate Changes. All rates charged by the Concessioner under comparability must be submitted to the Service for approval prior to implementation. Requests for rate change and Service approval must be submitted no later than **February 1**:

The Service will approve or disapprove such annual rate request, and if appropriate adjust rates, using its selected comparable, and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All annual rate increase requests must be in writing and provide information to substantiate the requested change in rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. If the Concessioner anticipates that no annual rate increase will be requested, the Concessioner will notify the Service of this in writing by the above-mentioned deadline. Emergency rate increase requests will be entertained on an as needed basis.

- (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. Rate requests require support by established criteria and comparability data. The current Rate Administration Guide (Appendix X) outlines the information the Concessioner must include in the request.
- (c) 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.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made 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.

D) Evaluations(1) *General*

- (a) The Concessioner must provide the services and facilities required by this Contract in conformance to evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines, and within acceptable hospitality industry practices. The Concessioner must separately inspect and monitor Concession Facilities and to ensure conformance with the Service and Hospitality Industry Standards and Practices.
 - (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
 - (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Annual Overall Rating.* The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 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.
- (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Environmental Management Program, Public Health Rating, and Periodic Operational Evaluations.
 - Risk Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.
 - Environmental Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.
 - The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
 - Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.
 - Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies(1) *Facilities Use*

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.

- (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 <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.
- (2) Credit Cards. The Concessioner must honor at a minimum MasterCard and Visa.
- (3) Public Restrooms. The Concessioner must keep all public restrooms clean, well stocked and available to the public during staffed operating hours.
- (4) Lost and Found.
- (a) Each found item shall be tagged, listing the item found, location found, date and time found, and who found it. If an item is not claimed within seven (7) days, it shall be turned over to the Service or mailed or transmitted to the Park in accordance with the Park's Lost and Found Policy.
- (b) The lost and found program must conform to Service guidelines found in D.O. 44 Sec 10.34, or 36 C.F.R. 2.22. The Service will provide the most recent version and any updates.
- (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.
 - The only maintenance activity allowed within the Area is fueling vehicles in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes, and painting must take place outside the Area.
- (b) Identification. Concessioner must identify all Concessioner-owned vehicles with the Concessioner name and logo.
- (c) Parking. The Concessioner must ensure that its employees park Concessioner-owned vehicles and their personal vehicles in the areas designated for such purposes at all times.
- (6) Integrated Pest Management.
- (a) See Exhibit E: Maintenance Plan, Page E-B6, Section E.
- (7) 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 by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.
- (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.
- (c) The Concessioner may not sell merchandise such as bird or other small animal feeders, plant material, or plant seed of any kind within the Area.
- (d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie, and store all solid waste from its operations in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, bear-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.
- (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.

- (8) *Visitor Comments.* The Concessioner must make Service-approved comment cards, in paper and electronic format, available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards at check-out stations/point of sales registers.
- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 5 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- (b) The Concessioner promptly must 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.
- (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 5 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.
- (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

F) Human Resource Management

- (1) *Employee Identification and Appearance.* The Concessioner must ensure that all employees in direct contact with the public wear uniforms or 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 freshly laundered and in good condition (not torn, stained or excessively faded). The Service will approve initial uniform standards and any changes.
- (2) *Firearms:* Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her 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 Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (3) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, benefits (if offered), overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should illegal drug use occur, the Concessioner must promptly report the use and subsequent actions taken to the Chief Ranger's Office or an NPS Law Enforcement Investigator.

The Concessioner must develop a drug and alcohol testing program for all employees that includes, as appropriate, random testing. The Concessioner must make proof of testing available to the Service upon request.

- (c) Background Checks. The Concessioner must ensure that adequate background checks are performed on all employee hires as appropriate for the position. Background checks must include: wants/warrants check, local criminal history check, 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 an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
 - (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
 - (e) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
 - (f) Volunteers in the Park (VIP). The Concessioner will allow its employees to participate in the Park's VIP program when not on duty for the Concessioner.
- (4) *Training*: The Concessioner *must* provide appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees.
 - (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
 - (c) Job Training. The Concessioner must provide adequate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
 - (d) Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
 - (e) Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
 - (f) Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.
 - (g) 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 Food Code.
 - (h) Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (5) *Orientation*. The Concessioner *must* provide mandatory orientation and training for its employees.
- a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
 - b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
 - c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
 - d) The Concessioner may request Service staff present certain topics of interest.
- (6) *Employee Handbook*. The Concessioner must provide all employees with a copy of the Concessioner's official employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of its official

employee handbook to the Concessions Management Office for a 30-day period of review prior to distribution to employees to assure consistency with all Area rules and regulations. When the official employee handbook is updated, the Service must review changes prior to distributing the updated handbook to Concessioner's employees.

- (7) *Employee Responsibilities.* The Concessioner must require that their employees adhere to all Applicable Laws at all times.

G) 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. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions.
- b) *Service Involvement.* The Service staff may advise and assist the Concessioner in the development of interpretive materials.

(2) Non-Personal Interpretive Services

- a) The Concessioner will explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.
- b) *Area Information.* The Concessioner must make Area informational handouts available at each operation. The Concessioner must provide a container or box to collect concessions or Park related documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Interpretation and Education Division.
- c) The Concessioner must provide a visual display to promote visitor education of the course's history. The design plan and display information must be approved by the Service.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Evaluations

- (1) *Area Environmental Management Evaluations.* The Service will conduct environmental management evaluations as outlined in Section 4 (E) (1) (b).
- (2) *Service Environmental Audits.* The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

6) RISK MANAGEMENT

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B¹, Occupational Safety and Health Program and NPS-48, Chapter 34. The Concessioner must submit its initial plan to the Service **within 120 days** of the effective date of the Contract and annually thereafter by **December 31** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)

¹ <http://www.nps.gov/policy/RM50Bdoclist.htm>

- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances **for the purpose of stopping the release** in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide the Service with a copy of the Emergency Action Plan and Emergency Response Plan prior the effective date of the contract and an updated version within 30 days. This will be reviewed and updated on an annual basis.

(1) Hurricane Preparedness

The Concessioner must prepare a plan for preparing for and responding to hurricane events. The Concessioner must provide the Service with a Hurricane Preparedness Plan prior the effective date of the contract and provide an updated version of the plan within 30 days. The plan will be reviewed and updated on an annual basis.

7) 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 must contract with independent suppliers to provide utility services, including electricity, phone, internet, propane, solid waste and recyclables removal. The Concessioner must provide prompt payment for these services.
- (3) The Concessioner must contract with independent suppliers to service and inspect the septic system as needed. The Concessioner must provide prompt payment for these services.

B) Service

- (1) The Service will provide water services to the Concession Facilities.

- (2) The Service will bill the Concessioner in accordance with its Applicable laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service, or comparability, whichever is greater.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **60 days** before new rates for the upcoming year become effective. Rates will be based on a Service comparability study and results of the preceding fiscal year's actual costs.
- (4) The Concessioner will comply with NPS Director's Order 35B: Cost Recovery for National Park Service Provided Utilities.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service.* The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.
- (2) *Concessioner Personnel.*
 - a) The Concessioner must secure all buildings, equipment, and facilities under its control.
 - b) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

- (1) Fire prevention and protection must be primary considerations at all Concession Facilities. The Service does not provide structural fire response. Local communities generally provide structural fire response. The Concessioner must coordinate with local communities and ensure that an agreement is in place for structural fire response at Concession Facilities. The Concessioner must ensure that it meets all requirements to qualify for local community fire protection.
- (2) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
- (3) The Concessioner must ensure that all Concession Facilities meet and comply with Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58).
- (4) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

C) Emergency Medical Care

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities and any areas assigned under the Contract as shown in Exhibit C.
- (2) The Concessioner must provide adequate training and certification to its staff to respond to basic emergency medical needs, including at a minimum basic First Aid, Cardio Pulmonary Resuscitation (CPR), and use of an Automated External Defibrillator (AED). All reasonable efforts must be made to see that at least one Concessioner employee certified in basic first aid and CPR/AED techniques is on site in the Concession Facilities during all scheduled operation hours and events. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (3) The Concessioner must provide at least one Automated External Defibrillator at the Pro Shop.
- (4) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. At least one Concessioner employee, who is certified in basic First Aid, must be available during operating hours to render assistance if needed and to call Park emergency personnel.

9) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), 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. Prices are approved by the National Park Service."

Please address comments to: Superintendent
Cape Cod National Seashore
Park Headquarters
99 Marconi Site Road
Wellfleet, Massachusetts 02667

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

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

C) Advertisements and Promotional Material

(1) Promotional Material

- a) *Approval.* The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review.
- b) *Changes.* The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
- c) *Material.* The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided. The Concessioner must develop an informational brochure.
- d) *Websites.* The Concessioner must have an informational website and provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website. In addition to the website, the Concessioner must utilize one additional form of social media for marketing and informational purposes.
- e) The Concessioner must distribute the Area newspaper and brochure to visitors.

(2) Use of National Park Service Authorized Concessioner Mark (Mark)

- (a) 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 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 required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed 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 presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
 - (e) **Artwork, Layout and Use.** The Concessioner must use official 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
- (3) **Statements**
- a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Cape Cod National Seashore
 - b) Advertisements for employment must state that the company is an equal opportunity employer.

10) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, safe and healthy, environmentally-sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner must monitor its operations to ensure that quality standards are met.

B) Golf Course Operation – Highland Links Golf Course

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time per hour per day will be left unreserved in advance of the day of play. These tee times will be available until 8:00 am on the day of play for walk-ins, after which time they may be filled. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day's hours of operation. All other tee times will not be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a starting time.
- (2) Visitors may purchase a season pass at a rate that has been approved by the Superintendent. Seasonal passes are applicable to green fees only and do not include other rights and privileges.
- (3) Approval of the Superintendent is required prior to the scheduling of any tournaments.
- (4) Carts and golf clubs will be available to rent. The Concessioner shall maintain an adequate supply of quality rental equipment to meet visitor needs. Rental equipment must be maintained in safe and complete working order, according to applicable State, Federal, and local laws.

C) Golf Merchandise, Sundries, and Equipment Rental – Pro Shop

- (1) The Pro Shop will offer for sale golf merchandise and sundries and will provide motorized and non-motorized golf cart and equipment rental. The Service has the right to review and approve all merchandise offered for sale and may require the Concessioner to remove items determined to be inappropriate or unacceptable for sale.
- (2) The Concessioner shall carry a selection of clothing and golf sporting goods to meet the needs of visitors. The intent of this visitor service is to provide a narrow selection of items which nonetheless represents a range of price and quality levels. All items displayed and display fixtures shall be kept in good condition.
- (3) The Concessioner must develop a merchandise plan within 120 days of the effective date of Contract execution. The Plan will clearly describe the categories and types of products approved for sale. The merchandise plan will be reviewed and approved by the Service. The Service has the right to review and approve all products offered for sale.
- (4) Prohibited Items. The Concessioner must not sell or display:
 - a) Tobacco products or related items in vending machines.
 - b) Articles that are pornographic, obscene, inappropriate or items that reflect a lack of concern for the environment or a culture.
 - c) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
 - d) Live plant materials.
 - e) Fossils or other earth products (such as petrified wood) whose origin is from public lands.
 - f) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - g) Merchandise that has exceeded the producer's specific "Do not sell after" date.
 - h) Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
 - i) Firearms, toy firearms, slingshots, paintball guns, etc.
- (5) Facility and Merchandise Appearance
 - a) The Concessioner must not impede the views from outside of the Assigned Concession Facilities looking into interior spaces with signs in windows or other obstructions.
 - b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
 - c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
 - d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
 - e) The Concessioner may offer for sale only undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
 - f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.

D) Limited Food and Beverage – Snack Bar

- (1) The Pro Shop will provide food and beverage services including snack bar services with prepackaged sandwiches, confections, and soft drinks. The menu will maintain a price range that accommodates the general range of park visitors. The Service has the right to review and approve all food and beverage products offered for sale.
- (2) *Staffing.* The Concessioner must ensure that the Golf Course and Pro Shop will be adequately staffed during all operating hours specified in this Operating Plan.

- (3) *Product Availability.* The Concessioner must ensure the availability of all items listed on menus and menu boards, in adequate supply, during the entire serving period.
- (4) *Food Safety Certification.* All food service employees must have a current food safety certification as required by state, county, or local health department.
- (5) *Public Health.* All food storage, handling, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (6) *Reduction of Food Waste and Recycling of Beverage Containers.* The Concessioner must use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers and provide appropriate recycling containers in the food service area. The Concessioner must use signage to identify and promote the recycling program to visitors. If disposable table settings are needed, the Concessioner must use biodegradable disposable products (e.g. cups, plates, and cutlery).
- (7) *Menu.* The menu will maintain a price range and variety of food services to accommodate a wide range of Area visitors.
- (8) *Healthy Food.* The Concessioner must provide healthy food options for adults and children's menus including vegetarian, foods with less additives, and foods that are reduced in fat and reduced in calories. The menus and menu boards will provide nutritional information regarding these healthy choices to the extent possible, appropriate, and feasible.
- (9) *Sustainable Food/Local and Regional Product.* To the extent possible, appropriate, and feasible, the concessioner is encouraged to purchase regionally grown and environmentally preferable foods, such as but not limited to shade grown coffee, organically produced fruits and vegetables, and local or regionally raised meat. When the Concessioner cannot identify local sources, it may use regional sources when possible. For this Operating Plan, the Service defines "local" as the state of Massachusetts and "regional" as New England, including the states of Maine, Vermont, New Hampshire, Connecticut and Rhode Island.
- (10) *Food Quality.* To the extent possible, the Concessioner must use fresh ingredients, especially for produce. The food served must be of the highest quality possible. The Concessioner must avoid artificial flavorings, as much as possible. The Concessioner must not use dairy products or eggs produced using hormone enhancement (e.g., rBGH or rBST). The Concessioner must avoid, to the extent possible, other ingredients produced using hormone enhancement as well.

E) Alcoholic Beverage Sales (Authorized)

- (1) *Alcohol Sales.* Any sale by the Concessioner of alcohol, containing more than 1 percent of alcohol by weight, must conform to all state and county laws and regulations. Alcoholic beverage service will be available to the public only at a designated lounge. No promotional activities shall center on alcoholic beverages (i.e., happy hours, two-for-one sales, etc.).

F) Vending – Pro Shop (Authorized)

- (1) *Vending Sources.* Vending machines must be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Concessioner must receive Service approval for the type and location of all vending machines.
- (2) *Standards.* The machines must be clean, properly stocked, and in good working condition.
 - a) Signage on the machine either may relate to Area themes or must be generic in nature.
 - b) The Concessioner must post the beverage container deposit/recycling information on the machine.
 - c) Brand information must only be visible when at the machine.
 - d) The Concessioner must adequately illuminate the machine but must not contribute to light pollution at night. The machine should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - e) The Concessioner must provide recycling and trash containers at these locations as approved by the Service.

G) Golf Lessons (Authorized)

- (1) The Concessioner may offer golf lessons at the Highland Links Golf Course.
- (2) If the Concessioner chooses to offer golf lessons, it must submit a plan including rates and hours of operation for Service approval before operating.

H) Special Events (Authorized)

- (1) The Concessioner may hold special events as approved by the Park.
- (2) Events must be contained within the assigned area.

11) REPORTING REQUIREMENTS

A) Operational Reports

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

- (1) *Management Listing.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by April 30 of each year and upon any significant revisions.
- (2) *Incident Reports.* For the incidents listed below, the Concessioner must immediately use "911" reporting procedures.
 - a) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - b) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
 - c) All suspected or known regulatory or criminal violations as soon as possible.
 - d) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate any Applicable Law as soon as possible.
- (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.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state.
- (5) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service within 14 days of receipt. See also *Operating Plan, Sec. 4(E)8*

B) Summary of Initial and Recurring Due Dates

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

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Environmental Management Program	Initial	Not later than 60 days before the effective date of the Contract	Draft Contract, Sec. 6 (b),(1)
Balance Sheet	Initial	Within 90 days of the execution of this Contract or its effective date, whichever is later	Draft Contract, Sec. 13 (c)
Risk Management Plan	Initial/ Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 A)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Emergency Response Plan	Initial/ Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B)
Hurricane Preparedness Plan	Initial/ Annually	Initial: Prior to the effective date of the contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B) (3)
Merchandise Plan	Initial	Not later than 120 days after execution of the Contract	Operating Plan, Sec. 10 C),(3)
Annual			
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 13 (b),(1)
Schedule of Operations	Annually	Not later than February 1	Operating Plan, Sec. 4 (a)
Annual Meeting	Annually	Within 30 days of October 31	Operating Plan, Sec. 4 A),(4)
Rate Approvals	Annually	Not later than February 1	Operating Plan, Sec. 4 B),(2) (a)
Annual Overall Rating	Annually	Not later than April 1	Operating Plan, Sec. 4 D),(2)
Employee Handbook	Initial/ Updates	Not later than 60 days before the effective date of the Contract Updates: as needed	Operating Plan, Sec. 4 F) (6)
Management Listing	Annually	Not later than April 30 and when significant changes occur	Operating Plan, Sec. 11 A) (1)
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 14 (a)
Inventory of Hazardous Substances	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Monthly			
Franchise Fee	Monthly	Not later than the 15 th day after the last day of each month of operation	Draft Contract, Sec. 10 (a)
Visitor Comments	Monthly	Not later than 15 days after the end of each month	Operating Plan, Sec. 4 E),(8),(d)
Other			
Promotional Material	As Necessary	Not later than 30 days prior to projected need	Operating Plan, Sec. 9 C),(1),(b)
Survey/Visitor Response Data	As Provided	14 days of receipt	Operating Plan, Sec. 11 A),(5)

Note: Per the Contract, 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.

Effective 10/28, 2011

EXHIBIT B**NONDISCRIMINATION****SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC****(a) Employment**

During the performance of this Contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(b) Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this Contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

(a) Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(b) Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT C

**ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS
(CONCESSION FACILITIES)**

Land Assigned

Land is assigned in accordance with the boundaries shown on the following map[s]:

<See included map.>

Real Property Improvements Assigned

The following real property improvements are assigned to the concessioner for use in conducting its operations under this Contract:

FMSS Asset Code	FMSS Asset Description	FMSS Asset Type	Unit of Measure	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
38616	Highland Club House	4100	SF	1917	Y	\$267,110
38617	Highland Pump House	4100	SF	1992	N	\$2,764
38618	Highland Golf Garage	4100	SF	1988	N	\$92,091
38619	Highland Golf HazMat Storage	4100	SF	1990	N	\$2,481
38620	Irrigation Pump	4100	SF	1970	N	
236343	Highland Golf Cement Slabs	5700	EA	1995	N	\$4,903
236345	Highland Links Golf Links (Holes 1-9)	3100	AC	1955	Y	

** Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.*

Approved, effective May 28, 2014

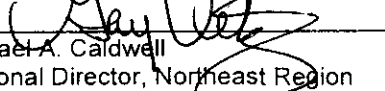
By: 
 Michael A. Caldwell
 Regional Director, Northeast Region

EXHIBIT D

ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

Property Number	Description
None	N/A

Approved, effective May 28, 2014


By: 
Michael A. Caldwell
Regional Director, Northeast Region

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EXHIBIT E MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between Johnson Golf Management, Inc. (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the Maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Cape Cod 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 apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract, including, without limitation, Component Renewal as defined below.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

PART A – GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all Maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, manufacturer recommendations and specifications and those otherwise defined in the Contract.

2) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement - A Capital Improvement is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

Component – A portion of an Asset or system.

Component Renewal/Replacement (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal/Replacement includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to the Concessioner under the Contract.

Contract – The agreement (as it may be amended from time to time) to which this Maintenance Plan is attached, including all attachments, exhibits or incorporated provisions of the agreement.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that results when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Environmentally Preferable - Products or services that have a lesser or reduced 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.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit A (Operating Plan) to the Contract.

Feasible - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance – Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200 or 40 CFR 171, respectively.

Hazardous Waste - Any waste defined as such under 40 CFR 261 – 265.

Maintenance – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance – Planned, scheduled periodic maintenance activities that is performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

Solid Waste - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance

Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

Sustainable Design - Design that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Development that has a sustainable design sites lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

Sustainable Practices/Principles - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

Useful Life – The serviceable life of an Asset or Component.

Universal Waste – Any waste as defined under 40 CFR § 273. These include but are not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

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.

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

3) Concessioner Responsibilities

A) In General

- 1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- 2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- 3) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- 4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- 5) The Concessioner must conduct Maintenance activities in a manner that, to extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design and sustainable practices/principles and incorporates best management practices.
- 6) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- 7) The Concessioner will not construct or install Capital Improvements.
- 8) The Concessioner may perform emergency repairs without prior Service approval as long as appropriate documentation follows within one business day.

B) Environmental, Historic, and Cultural Compliance.

- 1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws as part of a planning process that allows the Service to ensure that all Concessioner activities meet the requirements of Applicable Laws for natural and cultural resource protection.
- 2) The Concessioner in cooperation with the Service will determine what environmental compliance may be required for particular Maintenance actions.
- 3) Any proposed Maintenance actions that require review under these procedures must be submitted to the Superintendent by the Concessioner in the format required.
- 4) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will advise the Concessioner on proper process and procedure.

4) Maintenance Tracking

- A) The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- B) The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
- C) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and use it to track the condition and work associated with Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities.

5) Concessioner Inspections

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Annual Concessioner Maintenance Plan (ACMP).

The Concessioner must provide the Service on an annual basis (for Service review and approval) a proposed Annual Concessioner Maintenance Plan for the next calendar year applicable to all Concession Facilities. The Concessioner must deliver the proposed revised ACMP to the Superintendent on or before November 1 of each year. The ACMP must include the following information.

A) Maintenance Action Information.

The ACMP must include the following Maintenance action information:

- 1) Preventive Maintenance (PM). The proposed ACMP must include PM actions, procedures and schedules that ensure proper Preventive Maintenance of all Concession Facilities. At a minimum, the PM actions, procedures and schedules must include summary procedures for each Asset, including, but not limited to, roofs, building envelopes, and mechanical equipment.

- 2) Recurring Maintenance. The ACMP must include Recurring Maintenance actions, procedures and schedules for Recurring Maintenance to be performed.
- 3) Scheduled Repair. The proposed ACMP must include actions, plans and procedures for scheduled Repair of Concession Facilities.
- 4) Unscheduled Repair. The ACMP must include a service call procedure and method to prioritize service calls for unscheduled Repairs.
- 5) Component Renewal/Replacement. The proposed ACMP must include actions, plans and procedures for Component Renewal/Replacement.
- 6) A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- 7) Inspection plans and procedures that demonstrate how the Concessioner will oversee the conduct of Maintenance during the next calendar year.

B) Projected Maintenance Expenditures.

The ACMP must also include the Concessioner's estimated expenditures associated with the proposed ACMP, including, without limitation, a breakout of labor, materials, contracted services, and indirect costs on an Asset basis applicable to each maintenance category set forth above

7) Annual Concessioner Maintenance Reporting (ACMR)

The Concessioner must provide the Service with an Annual Maintenance Report that covers all Concession Facilities and presents the Maintenance accomplished during the previous calendar year. The Concessioner must deliver the report to the Superintendent on or before November 1 of each year. The ACMR must include the following elements

A) Maintenance Actions.

The ACMR must include a summary of all Maintenance actions by applicable Asset and Maintenance category that were completed in the previous calendar year, including, without limitation, actions to cure Deferred Maintenance (and any resulting Deficiencies).

B) Maintenance Expenditures.

The ACMR must include the Concessioner's expenditures associated with Maintenance by applicable Asset and Maintenance category for the previous calendar year, including, without limitation, expenditures to cure Deferred Maintenance (and any resulting Deficiencies).

8) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by December 31 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

9) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Service Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be based, among other matters, on the application of the National Park Service Facility Condition Standards during facility inspection. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP) actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

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PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities

The following sections identify the responsibilities of the Concessioner.

A) Concession Facilities

Concessioner's maintenance responsibilities include, but are not limited to:

- 1) Lands, landscaping, and drainage structures;
- 2) All improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, etc.);
- 3) Underground storage tanks and associated mitigation if needed;
- 4) Intrusion and fire alarm systems;
- 5) Interior and exterior lighting systems;
- 6) Fire suppressions systems;
- 7) Utility and utility distribution systems;
- 8) Structural elements and surfaces (roofing, flooring, windows, doors, porches, etc., including hazard abatement);
- 9) Heating and cooling systems;
- 10) All installed fixtures and miscellaneous equipment.

B) General Maintenance

The Concessioner will carry out general preventative and cyclical maintenance and emergency repair in a timely manner to ensure that all Concession Facilities assigned to the Concessioner achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. Maintenance will be carried out as follows:

- 1) Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
- 2) Painting: Unless required more frequently per the manufacturer's recommendation or local conditions, the Concessioner must paint interior surfaces on a regular cycle, not less than once every seven (7) years. The Concessioner must obtain approval of the quality of paint products from the Services. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. When oil based paints are used, the Concessioner must minimize solvent use whenever possible. The Concessioner must maintain data that includes paint type, formulas, and supplier information for all paint products used, including historic colors. The Concessioner must provide the park with copies of all Material Safety Data Sheets.
- 3) Interior Systems: The Concessioner must maintain interior walls, floors, woodwork, ceilings, fixtures, and appliances free of damage and with a fresh appearance within assigned buildings. Floors must be cleaned daily, at a minimum, in visitor use area. Interior surfaces must be finished, free of peeling, blistering, cracking and loose plaster.
- 4) Utility Systems: The Concessioner must operate and repair all interior and exterior utility systems within Concessioner land assignments as described herein. Utility systems must not be extended or altered without prior written approval of the Services.

- 5) **Food and Service Equipment.** All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will comply with safety, public health, and sanitation codes.
 - 6) **Safety Equipment.** The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of the employees and the public, as well as assigned Concessioner Facilities, by complying with all applicable county, state, and federal codes.
 - 7) **Fire Equipment.** The Concessioner is responsible for all hose boxes, fire hose, standpipes, and extinguishers within its assigned area of responsibility, and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
 - 8) **Roof Replacement.** As roof materials are replaced, type A materials will be used to maximize the fire protection provided to structures assigned to the Concessioner.
 - 9) **Historic Structures:** Certain Concessioner Facilities are listed on or may be nominated to, the National Register of Historic Places and the NPS List of Classified Structures (LCS). The Concessioner shall submit plans for all proposed work or actions affecting these resources to the Service to ensure compliance with laws, policies, and guidelines, including the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect an historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing. The Service representatives will provide guidance to the Concessioner on the preparation of the form if requested. The proposed project may be reviewed by the Service cultural resources staff at the park and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation. Service approval is required prior to undertaking the proposed action.
 - 10) **Winter Closures.** The Concessioner shall provide winter bracing in unoccupied buildings as needed to avoid damage to structures. The Concessioner shall install shutters on all windows that are susceptible to snow damage. Shutters shall be neatly made and fitted and shall match the color of the structure to which they are affixed. Shutters for the windows and doors of the historic structures shall be installed in a manner approved by the Service. The Concessioner shall remove snow for roofs when snow accumulations threaten to injure persons or damage buildings. The Concessioner assumes sole responsibility for actions needed to correct damage that results from inadequate preventative measures.
- C) Furniture and Equipment.** Provide and maintain all furnishings and equipment required to operate the concession facilities.
- D) Rental Equipment.** Maintain in safe and complete working order all rental equipment, according to applicable State, Federal, and local laws.
- E) Construction.** Concessioner must submit to the Superintendent for approval all written requests for proposed construction and/or modification to structures or buildings assigned to it prior to beginning any work.
- F) Snow Removal**
- 1) The Concessioner shall clear ice and snow, and sand from all walkways, roadways, and parking areas within its assignment zones, as necessary to make access reasonably safe for the visiting public, Concessioner employees, Service emergency operations, and Concessioner maintenance and support operations. The use of chemical or foreign material deicers must be pre-approved by the Service.

G) Sanitation

- 1) The Concessioner shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. The Concessioner may engage an independent contractor for this activity. The Concessioner shall keep its assigned areas free of litter, debris, garbage, and abandoned equipment, golf carts, vehicles, furniture, or fixtures. Refuse shall be stored in receptacles that are covered, waterproof, and vermin-proof.
- 2) These containers will be kept clean, well-maintained, and serviceable; sites will be free of spills, waste, and odors. To prevent pest attraction and breeding, all wet garbage from concession operations will be adequately bagged and tied or stored in sealed containers. Waste must not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. As smoking is prohibited in all assigned buildings, the Concessioner will provide receptacles to facilitate safe disposal and shall post all buildings as Non-Smoking.
- 3) Trash and garbage containers should be painted light brown or tan to distinguish between Service receptacles which are dark brown. Paint color shall be approved by the Service prior to application.
- 4) All materials generated as solid waste must be removed from parks at the Concessioner's expense and disposed of in an appropriate manner in an approved site. Applicable state and /or county codes shall also be followed.

H) Grounds and Landscaping

- 1) The Concessioner must conduct its activities in a manner that minimizes impacts on the natural or cultural environment.
- 2) The Concessioner shall prepare a written landscaping plan for the land assignment area and submit it to the Service for approval. The plan will include general statements regarding the desired regime (manicured, natural, etc.) and condition of the area and sub areas, as appropriate. It should include specific information including locations and scope of work proposed, safety and resource considerations, debris disposal, and proposed use of irrigation systems. The appropriate use of native vegetation, need for vegetation/restoration efforts, and the potential existence of cultural landscapes should be considered during this planning phase.
- 3) The following character-defining features that contribute to the cultural integrity of the Highland Golf Links must be addressed by the Concessioner on an ongoing basis:
 - a. Natural Environment: Erosion caused by human impact on the links will be mitigated and reduced while natural erosion will be allowed to occur where visitor safety or resource protection is not compromised.
 - b. Vegetation: The maintenance of tees/greens will provide a quality turf grass cover that can withstand a high level of play on the links. The maintenance of fairways will promote the reestablishment of native plant species and reinforce the naturalistic character of a links style course. The maintenance of trees/shrubs will allow existing specimens located on the links and the adjacent rough areas to grow naturally with minimal management. The environmentally sensitive Heathland plant community existing adjacent to the Highland Golf Links shall be preserved and allowed to rejuvenate naturally.
- 4) Views: Desirable off-site views from the links to the Highland Light, Highland House, and Atlantic Ocean will be maintained.

- 5) Circulation: A systematic and safe route of circulation through the course that does not adversely affect the successful play, natural resources, or historic character of the links will be maintained.
 - 6) Integrated Pest Management principles must be used in the control of weeds and pests. The use of chemical herbicides and pesticides for insects, weeds, and the use of all fertilizers (especially nitrogen based fertilizers) must be proposed in writing and be pre-approved by the Superintendent prior to application. Use logs are to be submitted annually.
 - 7) The Concessioner shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.
 - 8) The Concessioner shall seasonally maintain and repair irrigation systems according to Service specification.
 - 9) In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the Concessioner, the Concessioner shall carry out the temporary modification or relocations at its expense.
 - 10) The Concessioner will remove accumulated debris. The Concessioner should use creative methods of recycling natural debris, such as chipping woody materials for use as compost, dust control, and/or resource mitigation material. The Concessioner will remove slash buildup around buildings in its assigned area to reduce fire hazard.
- I) Roads, Parking Areas, Cart Paths, Fencing, and Walkways**
- 1) The Concessioner shall maintain roads, parking areas, curbing, sidewalks, walkways, cart paths, and fencing within its assigned lands in a state of good repair and in a manner, which provides reasonable access to the general public, persons with physical disabilities, and emergency/service vehicles. In all assigned areas, the Concessioner shall sweep, sign, and paint curbs and striping surfaces on a recurring schedule to ensure that public areas are consistently clean and free of litter and earthen debris and are well marked. Striping plans must have written approval from the Service prior to implementation. The Concessioner shall ensure that golf cart use is excluded from the walkway leading from the lighthouse to the observation deck that overlooks the bluff, and that the general public is kept off the golf course.
- J) Utilities**
- Utility systems will not be extended or altered without prior written approval of the Superintendent. This does not include routine or minor maintenance such as replacement of system components with like kind.
- 1) Electrical:
 - a. The Concessioner shall maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within all Concessioner land assignments and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines.
 - b. The Concessioner shall repair or replace any electrical system damage within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment.
 - c. The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

2) Water:

- a. The Concessioner shall repair and maintain water service and building plumbing systems down flow from the meter within the Concessioner land assignments or as shown and/or described on the Land Assignment Map. The Concessioner shall repair or replace any damaged portions of the water system within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment. The Concessioner shall also maintain all fixtures attached to the water system within all buildings and structures.
- b. The Concessioner shall implement water conservation measures as needs arise. As a replacement of fixtures is needed, the Concessioner shall obtain and install low-flow and water conserving fixtures.

3) Sewage:

- a. The Concessioner shall repair and maintain all sewage lines, connections, disposal systems, and appurtenances within the Concessioner land assignment as shown and/or described on the Land Assignment Map. The Concessioner shall repair or replace any damage to the sewage disposal system within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment.
- b. The Concessioner shall maintain, repair, and replace fixtures attached to the sewage disposal system (including sinks, toilets, urinals, and dishwashing equipment).
- c. The Concessioner shall install and maintain grease traps as necessary to assure that grease does not flow into wastewater systems. The Service will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.

4) Telephone Services:

- a. The Concessioner shall contract directly with commercial telephone operators for phone service to its assigned facilities. Agreements with commercial providers shall be in accordance with guidelines provided by the Service. The Concessioner shall be responsible for all on premise equipment and wiring.

5) Periods of Closure:

- a. The Concessioner will drain all water and sewer lines that are defined above as the responsibility of the Concessioner and take all necessary steps to prevent damage from freezing.
- b. The Concessioner will charge and test all water and sewer lines for leaks prior to opening.

6) Fuel Storage Tanks and Pumps

- a. The Concessioner shall maintain in a serviceable condition all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing and related appurtenances). The Concessioner will also be responsible for installation, maintenance or replacement of fuel storage tanks and underground pumps, pipes, etc. to the dispensing apparatus, and shall be responsible from the installation and maintenance of protection barriers to protect the dispensing equipment. All maintenance, repairs, remodeling, upgrading and fuel spill mitigation shall be consistent with applicable federal, state, and local regulations and codes. The

Concessioner shall notify the park's Communication Center immediately upon the event of a hazardous material or fuel spill.

K) Signage.

- 1) Install, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities and directional signs outside concession facilities that relate specifically to concession operations. Ensure that signs are compatible with Service sign standards. Sign size, style, color, and location must be submitted for Service approval prior to installation.
- 2) Ensure that signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.
- 3) The Service may install signs within the areas assigned to the Concessioner.

2) Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned area, the Service shall provide mitigative signing, barriers, and revegetative efforts as needed. The Service will interface with the Concessioner's maintenance program by executing the following responsibilities. All obligation of the Service are subject to the availability of appropriated funds.

A) Concession Facilities

- 1) The Service will not maintain concession facilities assigned to the Concessioner. The Service will provide staff review of Concessioner plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

B) Signs

- 1) The Service will install, maintain, and replace all regulator signs. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signage.
- 2) If requested, and subject to the availability of resources, the Service may on a reimbursable basis, construct, maintain, and/or install signs for which the Concessioner is responsible. All requests for such service must be approved by the Chief, Facility Management, or his/her designated representative.

C) Grounds and Landscaping

- 1) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concessioner projects.

D) Roads, Trails, Parking Areas, and Walkways

- 1) The Service will be responsible for appropriate maintenance of all roads, parking areas, curbing, sidewalks, walkways, and trails in the Park, except those within the Concessioner's area of responsibility as shown on the land assignment map. The Service will review the Concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concessioner projects.

E) Integrated Pest Management

- 1) The control of pests by chemical and other means is subject to park approval. Procedures are outlined in the Park's Integrated Pest Management Plan. Specific problems can be referred to the Park's Integrated Pest Management Coordinator.

F) Utilities

- 1) Electrical:
 - a. Where currently provided or where duplicate efforts exist, the Service will offer electrical service to the Concessioner at rates established by the Service. The Service will allow commercial electrical service to be available at all locations assigned to the Concessioner where the provision of electrical service is indicated in the General Management Planning documents.
- 1) Water:
 - a. The Service shall supply potable water to all Concession assigned areas to the extent possible using existing water systems at rates to be established by the Service. The Service will charge a fee to be determined annually.
 - b. The Service will provide bacteriological monitoring and chemical analysis of potable water as required by applicable law or policy. In the case of the required water monitoring by the Concessioner, the Service will also process water samples taken by the Concessioner at its monitored areas.
 - c. The Service will furnish water service, connections, meters, and shut-off valves. All piping and appurtenances down flow from the meter or shown and/or described on the Land Assignment Map shall be the responsibility of the Concessioner to operate, repair, and maintain.
- 1) Sewage
 - a. The Service shall provide wastewater treatment and collection services to all Concession assigned areas or as described and/or marked on the land assignment map. The Service will charge a fee to be determined annually.

3) Reporting Requirements

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Schedule	Due Date
Part A – Annual Concessioner Maintenance Plan (ACMP)	Annual	November 1
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	November 1
Personal Property Report	Annual	December 31
Weekly Summary Reporting	Weekly	n/a
Monthly Reporting	Monthly	n/a
Part C – Pesticide Use Report	Annual	December 31

Report or Plan	Schedule	Due Date
Part C – Pesticide Use Approval(s)	Annual	March 1
Part C – Inventory of Hazardous Substances	Annual	December 31
Part C - Inventory of Waste Streams	Annual	December 31

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PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

1) General

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

2) Air Quality

- A) The Concessioner will minimize impacts to air quality in maintenance under this contract through the use of appropriate control equipment and practices.
- B) The Concessioner will use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel) accepted as permitted by the Service.
- C) The Concessioner will not use halon fire suppression systems except as permitted by the Service.

3) Environmentally Preferable Products, Materials and Equipment

- A) The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- B) The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

4) Hazardous Substances

- A) The Concessioner will minimize the use of hazardous substances for maintenance purposes under this Contract where feasible.
- B) The Concessioner will provide secondary containment for hazardous substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains, on docks or vessels.
- C) The Concessioner will provide an inventory of hazardous substances to the Service annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each substance, location and amounts stored.

5) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A) The Concessioner will minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.
- B) The Concessioner will recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- C) Concessioner will obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area siting and designs.

- D) If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it will follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E) The Concessioner will manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F) The Concessioner will address hazardous, universal and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

6) Pest Management

The Concessioner will conduct any pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan. These procedures include but are not limited to Park approval before the use of any chemical pesticides by the Concessioner or its contractor, proper pesticide storage, application and disposal, and pesticide use reporting.

7) Solid Waste

A) Litter Abatement

- (1) The Concessioner will develop, promote and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (2) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

B) Solid Waste Storage and Collection and Disposal

- (1) The Concessioner is responsible for providing, at its own expense, an effective system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (2) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations will be adequately bagged, tied and stored in sealed containers.
- (3) Solid waste collection and disposal will be conducted on a schedule approved by the Service, at a rate as necessary to prevent the accumulation of waste.
- (4) Solid waste that is not recycled will be properly disposed at an authorized sanitary landfill or transfer station.

C) Solid Waste Receptacles

- (1) The Concessioner will locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner will not allow waste to accumulate in containers to the point of overflowing.
- (2) 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).
- (3) The Concessioner will keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.
- (4) Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.

D) Solid Waste Source Reduction and Recycling

- (1) The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (3) The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others. Kitchen grease must be collected and then transported out of the Area for recycling.
- (4) The Concessioner will make recycling receptacles available to the public and Concession employees.
- (5) Recycling containers will 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. Containers must be clearly signed; sites must be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (6) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.

E) Composting

- (1) The Concessioner will use solid waste composting as a waste management method if feasible.
- (2) The Concessioner composting system will be animal-proof and Service-approved.

F) Solid Waste Inventory

- (1) The Concessioner will address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams. The inventory will specify amount generated by weight, annually.

8) Water and Energy Efficiency

- A) The Concessioner will consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- B) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices will be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.
- C) As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

9) Wastewater

- A) The Concessioner will minimize impacts to water quality in maintenance under this contract through the use of appropriate control equipment and practices.

- B) The Concessioner will prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- C) The Concessioner will maintain assigned wastewater treatment systems (i.e., oil-water separators, grease traps) on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner will maintain maintenance log for this wastewater treatment equipment which will be made available to the Service upon request.
- D) The Concessioner will minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

10) Fuel Storage Tanks

- A) The Concessioner will maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks including underground storage tanks (USTs) and aboveground storage tanks (ASTs), associated equipment such as underground and aboveground piping, hoses, and dispensing systems. Methods and systems will be approved by the Service.
- B) The Concessioner will provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- C) The Concessioner will provide breakaway devices for all fuel dispensing system hoses.
- D) The Concessioner will provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate. (Propane and natural gas systems are excluded).
- E) The Concessioner will submit all plans for Service approval prior to starting any work involving fuel UST or AST systems, tank, soil or ground water remediation.

EXHIBIT F

INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, an **unconditional 30 days advance notice** of cancellation in coverage or policy terms for all property insurance. Concessioners must provide the Service with a 30-day notice of cancellation on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without additional cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum Liability Coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or "Umbrella" liability as explained below.

(a) Commercial General Liability

- (1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal and Advertising Injury Liability	\$1,000,000
Medical Payments	\$1,000
Damage to Premises Rented to You	\$1,000

- (2) The liability coverages may not contain the following exclusions/limitations:

Athletic or Sports Participants
 Products/Completed Operations
 Personal & Advertising Injury exclusion or limitation
 Contractual Liability
 Explosion, Collapse and Underground Property Damage exclusion
 Total Pollution exclusion
 Watercraft limitations affecting the use of watercraft in the course of the Concessioner's operations (unless separate Watercraft coverage is maintained)

- (3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.
- (4) If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1, including garage operations for products and completed operations. Garagekeepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9."

Combined Single Limit Each Accident	\$1,000,000
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(c) Excess Liability or "Umbrella" Liability

The Concessioner may use an Excess or "Umbrella" liability policy to achieve the Commercial General Liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy meets the minimum limit of liability required.

The Concessioner is not required to provide Excess Liability or "Umbrella" liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or "Umbrella" Liability policy.

(d) Liquor Liability (if applicable)

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000

(e) Watercraft Liability (or Protection & Indemnity) (not applicable)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit	\$
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Marina liability shall be maintained at the same Each Occurrence Limit if the Concessioner operates a marina, and tower's liability shall be maintained at the same Each Occurrence Limit if the Concessioner tows or transports non-owned vessels by water.

(f) Marina Operator's Legal Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss	\$
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(g) Environmental Impairment Liability (not applicable)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site, and for cleanup.

Each Occurrence or Each Claim Limit	\$
Aggregate Limit	\$

(h) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	\$
Property Damage Limit	\$
Each Accident Limit	\$

The Concessioner must maintain airport liability insurance at a limit of at least \$ _____ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(i) Garage Liability (not applicable)

This coverage is required for any operations in which the Concessioner services, handles or repairs automobiles owned by third parties. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limit - Garage Operations (Other than Covered Autos)	\$
Aggregate Limit-Garage Operations	\$
Covered Auto Limit (each accident)	\$
Garagekeepers' Liability	
Personal Injury Protection (or equivalent no-fault coverage)	\$
Uninsured Motorists	\$
Personal & Advertising Injury Limit	
Fire Legal Liability "per fire"	\$

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

(j) Care, Custody and Control--Legal Liability, i.e. Innkeeper's Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any one Guest	\$
Any One Loss	\$

(k) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	\$
Aggregate Limit	\$

(l) Special Provisions for Use of Aggregate Policies

The General Aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(m) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described Liability insurance policies (other than Umbrella Liability, Environmental Impairment Liability or Professional Liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on Umbrella Liability, Environmental Impairment Liability and Professional Liability may be up to \$25,000.

(n) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The Employer's Liability limit will not be less than \$1,000,000.

If the Concessioner's operations include use of watercraft on navigable waters, a maritime coverage endorsement must be added to the workers' compensation policy, unless coverage for captain and crew is provided in a Protection & Indemnity policy. If the Concessioner conducts its operations in proximity to navigable waters, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the workers' compensation policy.

SEC. 3. PROPERTY INSURANCE**(a) Building(s) and Contents Coverage**

Amount of insurance (buildings): Full replacement value as listed in Exhibit C without deduction.

Amount of insurance (contents): Full replacement value without deduction.

Amount of insurance (inventory): Full replacement value without deduction.

- (1) Insurance shall cover buildings, structures, improvements & betterments, and contents for all Concession Facilities, as more specifically described in Exhibit C of this Contract.
- (2) Coverage shall apply on an "All Risks" or "Special Coverage" basis and shall include earthquake coverage if the Concession Facilities are located within Seismic Zones 3 or 4.
- (3) The policy shall provide for loss recovery on a Replacement Value basis without deduction.
- (4) The amount of insurance must represent no less than 100% of the Replacement Cost value of the insured property. The Concessioner must insure inventory for 100% of the replacement cost of the products held for sale.

- (5) The vacancy restriction and unoccupied restriction, if any, must be eliminated for all property that will be vacant beyond any vacancy or unoccupied time period specified in the policy.
- (6) The Concessioner must maintain flood coverage at least at the maximum limit available in the National Flood Insurance Program (NFIP) or the total replacement cost of the property, whichever is less, if the Concession Facilities are partially or fully within a Special Flood Hazard Area (Flood Zones A or V as identified by the Federal Emergency Management Agency).
- (7) The Concessioner must maintain earthquake coverage (if applicable) at the maximum limit available not to exceed 100% replacement value, without a deductible greater than 5% of the property value, or its equivalent in whole dollars.
- (8) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount clause.
- (9) The Concessioner must provide coverage on a blanket basis for real and personal property.
- (10) Ordinance or law, demolition, and increased cost of construction. Coverage shall be maintained with a limit of not less than 20% of the building replacement costs listed in Exhibit C, each for the increased cost of construction and for the cost to replace the undamaged portion of a building ordered torn down by the appropriate authorities.

(b) Boiler & Machinery/Equipment Breakdown Coverage

- (1) Insurance shall apply on the comprehensive basis of coverage including all objects within the Concession Facilities.
- (2) The policy shall provide a limit at least equal to the full replacement cost for all covered objects in the highest valued Concession Facilities location, plus 20% on a replacement cost basis.
- (3) No coinsurance clause shall apply.
- (4) The Concessioner must provide coverage on a blanket basis.
- (5) If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
- (6) The Concessioner must maintain ordinance or law, demolition, and increased cost of construction coverage.

(c) Inland Marine Coverage

- (1) Insurance shall apply to all boats, office trailers, equipment, storage racks and docks owned or rented by the insured, unless otherwise covered by building and contents coverage or provided for as part of a watercraft, or protection & indemnity liability policy.
- (2) Coverage shall apply to direct damage to covered property.
- (3) The Concessioner must maintain flood and earthquake coverage as described above.
- (4) The Concessioner must maintain coverage while covered property is in transit or away from the insured's premises.
- (5) No coinsurance clause shall apply.

(d) Builders Risk Coverage

- (1) Insurance shall cover buildings or structures under construction pursuant to the terms of the Contract and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage, and while in transit. Coverage also must apply to temporary structures such as scaffolding and construction forms.
- (2) Coverage shall apply on an "All Risks" or "Special Coverage" basis.
- (3) The policy shall provide for loss recovery on a Replacement cost basis.
- (4) The amount of insurance should represent no less than 100% of the Replacement value of the property in the process of construction.
- (5) No coinsurance clause shall apply.
- (6) Any occupancy restriction must be eliminated.
- (7) Any collapse exclusion must be eliminated.

(e) Business Interruption and/or Expense

Business Interruption insurance and extra expense insurance covers the loss of income and continuation of fixed expenses in the event of damage to or loss of any or all of the Concession Facilities. Extra Expense insurance covers the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. Business Interruption insurance is required on all property policies, and boiler and machinery policies. The Concessioner must calculate the minimum coverage provided as follows:

Anticipated annual gross revenue from operations	\$ _____
Less non-continuing expenses	(\$ _____)
Annual Total	\$ _____
Divided by 12	\$ _____
Times the number of months estimated to rebuild or repair the Concession Facilities	\$ _____
Minimum Coverage	\$ _____

(f) Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

- (1) Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$50,000 (except flood coverage and earthquake coverage may be subject to deductibles not exceeding 5% of the property value for flood, windstorm and earthquake).
- (2) Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$50,000.

(g) Required Clauses

- (1) Loss Payable Clause: A loss payable clause, similar to the following, must be added to Buildings and Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. ____ dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures

insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America, unless the damage exceeds \$1,000,000."

SEC. 4. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new structures must ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated in the Contract including this Exhibit (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Except for workers' compensation insurance, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts and limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

SEC. 5. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- (1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 6. THIRD PARTY VENDOR INSURANCE

Concessioners entering into contracts with third party vendors for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that all vendors retained for such work maintain an insurance program that adequately covers the activity and complies with all the requirements applicable to the vendor's own insurance.

SEC. 7. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 8. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

contracts, including contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

EXHIBIT G TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

- (i) Providing the New Concessioner with an update of the reservation log through the Termination Date;
- (ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and
- (iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

