

**EXHIBIT B****OPERATING PLAN**

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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 Prince William Forest Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

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

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Service provides guidance materials and standards for Concessioners on the [NPS Commercial Services website](#), particularly the page titled [Concessioner Tools](#).

## 2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR part 51, the following definitions apply to this Operating Plan.

- A) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park Service and the Area 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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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 is available upon request from the Service.

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

- (1)** To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
  - (a) Has the authority and the managerial experience for operating the Concession Facilities and services within the Area;
  - (b) Will employ a staff with the expertise and training to operate all services provided by the Concessioner under this 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 applicable to concessioners.
- (2)** In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.

- (3) Contact Information.** The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact on or before the effective date of the Contract, and must update the list as changes occur. Specifically, the Concessioner must furnish to the Service an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

**B) Service**

The Superintendent of the Area has the responsibility for all Area operations. The Superintendent's designee is the liaison between the Concessioner and all other divisions. The designee monitors for Contract compliance, including but not limited to, evaluating Concessioner operations and reviewing rate methods.

- (1) Contact Information.** The Service will provide a current list of all appropriate points of contact to the Concessioner.

**4) GENERAL OPERATING STANDARDS AND REQUIREMENT**

**A) Scope and Quality of Service**

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner. The Concessioner must comply with the minimum standards and guidelines located on the [NPS Commercial Services website](#) applicable to the operations required and authorized under the Contract.

- B) Schedule of Operations.** The Concessioner will provide the required services, and, if applicable, authorized services, for visitors on an year-round basis, in accordance with the hours of operation authorized by the Superintendent. The hours of operation must be prominently displayed at the campground in such a manner as to be easily visible to the public. No changes in operating hours may be made without prior approval from the Superintendent.

- (1) Campground.** The campground must be open for camping 24 hours a day, 365 days a year. The Service will consider closure of specific campground loops during periods of low visitation. The Concessioner must submit a plan of closure, for Superintendent review and approval, 30 days prior to a Service-approved closing.
- (2) Office and Store.** The office/retail space must be opened and staffed, at a minimum, from 9:30 am to 5 pm seven days a week. Concessioner staff must handle campground check-ins and reservations at all times, and have a Service-approved policy for how it will handle after-hours check-ins.
- (a) The Concessioner is authorized to operate longer hours.
  - (b) The store may only be operated by paid employees or volunteers who comply with the requirements of Directors Order #7 (Volunteers in Parks).
  - (c) The Concessioner may close the office/retail space on Thanksgiving Day and Christmas Day and may close early on Christmas Eve.
- (3) Pool.** The pool hours, at a minimum, will be at least 10am to 6pm daily, weather permitting, at a minimum from Memorial Day through Labor Day.

- (4) *Emergency Operations.* Provisions shall be in place for an emergency closure of the campground when the Area is uninhabitable due to natural or human caused disaster. Written emergency evacuation procedures shall be developed by the Concessioner and submitted for review by the Superintendent **within 90 days** from the effective date of the Contract. Upon approval by the Service, the Concessioner will implement these procedures.
- (5) *Proposed Schedule and Schedule Changes.* The Concessioner must submit a proposed schedule for all operations and services to the Service **no later than November 1** for the next year. Any proposed schedule changes must be submitted in writing to the Service for approval 30 days prior to proposed implementation.
- (6) *Notice.* The Service will give reasonable notice in writing of any schedule changes it may initiate.
- (7) *Closures, Delayed Openings, or Early Closings.* The Service may require closures, delayed openings, 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 for any non-emergency closures.

### C) Rate Determination and Rate Methods

#### (1) *Rate Determination.*

- (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market.
- (b) All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using Competitive Market Declaration (CMD) rate method. As used in this Operating Plan, Competitive Market Declaration (CMD) has the meaning set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide"), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the [NPS Commercial Services website](#).
- (c) *Monitoring of the Competitive Market.* The Service will annually review the competitive market to evaluate the efficacy of the CMD rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.

#### (2) *Rate Changes and Posting Process*

- (a) Rate Posting. The Concessioner must prominently post all rates for good and services to the visiting public.
  - (b) Management of Rates under the CMD Method. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
  - (c) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
  - (d) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
  - (e) Concessioner Rate Monitoring Plan. Within 60 days after the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
    - (f) Monitoring by service type
    - (g) Competitors by service type
    - (h) How it will track competitor pricing
    - (i) What its strategy is for pricing against competitors
    - (j) How it will monitor utilization
    - (k) How it will monitor visitor satisfaction for each service type or classification (e.g., Basic, Mid-Scale lodging, etc.).
  - (l) Rate Monitoring Information. The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned with its operational performance report.
- (3) Rate Monitoring Information.** The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan at least once per operating season.

- (4) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the general public.

**D) Purchasing**

- (1) *Competitive Purchasing.* The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (2) *Discounts.* To the extent feasible, the Concessioner must take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the Park visitor, as detailed in the current National Park Service Concession Management Guidelines.
- (3) *Environmental.* Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and/or use other materials that have additional environmentally preferable attributes. Reusable, compostable, and recyclable products are preferred over single-use products.
- (4) Notwithstanding any other provisions of the Contract that may be contrary, the Concessioner will not be penalized for using plastic straws.

**E) Evaluations**

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service Policy and standards; authorized rate methods; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; in compliance with the Contract including all of its Exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service may evaluate the Concessioner's services and facilities, including all Concession Facilities, to assess and rate Concessioner performance in accordance with the NPS Concessioner Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the

Concessioner's rating. The Service has the right at any reasonable time to enter and visit the Concession Facilities for the purpose of performing inspections.

(a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of the Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner must be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.

**(3) Annual Overall Rating.** As part of the Concessioner Review Program, the Service determines and generally provides the Concessioner with an Annual Overall Rating ("AOR") by March 1 for the preceding calendar year. The Superintendent and/or their representatives are available to meet with the Concessioner to discuss the evaluation. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one score and rating for the entire operating year.

(a) Administrative Compliance Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; and timely submission of proof of insurance.

(b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.

(c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's recreational water and food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code.

(d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.

(e) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating considers compliance with the Service environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documents EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

- (f) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities in accordance with its documented Asset Management Plan.

## **F) General Policies**

### **(1) Facilities Use**

- (a) Authorized Use. The Concessioner must use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains prior written permission from the Service.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, Director's Order 50D (available at [www.nps.gov/subjects/policy/upload/DO\\_50D\\_6-29-2009.pdf](http://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf)).

- (2) Compliance with Americans with Disabilities Act (ADA).** Facilities that are either newly constructed or are renovated will meet the Uniform Facility Accessibility Standards (UFAS) accessibility requirements.

### **(3) Facility Reservations**

- (a) The Concessioner will utilize a computerized reservation system that must accommodate requests for all services for which reservations are offered. Reservation systems must be proprietary or use the Service's reservation service provider, the National Recreation Reservation Service. Any proprietary website must clearly identify the concession as a National Park Service authorized concession and appropriately reflect the Service's marketing standards.
- (b) The Concessioner will accept reservations on a 366-day forward rolling basis. The Concessioner may accept group bookings on a two-year forward rolling basis.
- (c) The Concessioner will adequately staff the campground registration office on a year-round basis and will increase staff, if necessary, to meet the need during peak periods.
- (d) Reservation services will be available, at a minimum, via telephone, internet, and e-mail.
- (e) The deposit requirement and refund policy will be included in all accommodation brochures and reservation confirmations.
- (f) The Concessioner may require a deposit to hold a reservation and will accept cash, debit, or major credit cards for such purpose.
- (g) Refunds will be processed within two weeks of cancellation.
- (h) If a cancellation is made more than seven (7) calendar days before the date of the reservation, the deposit will be refunded in full, less an administrative fee. If



the cancellation is made seven (7) days or less, before the date of the reservation, the deposit is forfeited in full.

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

**(4) *Lost and Found.*** The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service Policy. This process must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to Directors Order (DO) 44 and 41 CFR § 101-48.

**(5) *Credit Cards.*** The Concessioner will honor at a minimum, American Express, Discover, MasterCard, and Visa. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.

**(6) *Vending***

- (a) If vending machines are used, the vending machines will be conveniently located, and of a design and color that complement the aesthetics of the building and surroundings. The Concessioner must obtain the Service's approval of all machine locations and exterior aesthetics before the machines are placed in the Area.
- (b) The Concessioner must ensure machines are clean, properly stocked, and in good working condition. Signing on the machine may relate to Service interpretive themes or will be generic in nature. Brand information may only be visible when at the machine.
- (c) Any vending machines that are temporarily out-of-service will have computer-generated signs posted with appropriate information.
- (d) The Concessioner may not offer cigarette vending machines.

**(7) *Vehicles Used in Connection with Operation***

- (a) Licensing, Insurance, Maintenance, and Registration. All vehicular equipment used by the Concessioner, whether owned or leased, will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations. All vehicles used in connection with this operation will be kept clean and in good repair.
- (b) Concessioner Parking. All Concessioner-owned and Concession employee-owned vehicles will be parked in areas designated by the Service. Concessioner-owned or Concession employee-owned vehicles shall not take up parking spaces intended for public use for prolonged periods of time.
- (c) Identification. Concessioner-owned vehicles will be discreetly identified with the company name and logo.

**(8) *Signs and Labels***

- (a) The Concessioner will install, maintain, and replace all interior signs relating to its operations and services within the Concession Facilities, subject to Service

- approval. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities.
- (b) The Concessioner will contract with the Virginia Department of Transportation or other appropriate authorities for information and/or directional signage. The Service will provide direction and assistance to the Concessioner as the latter designs and installs signage that is the Concessioner's responsibility.
  - (c) The Concessioner will ensure that all signs are made in a professional manner, not hand-printed.
- (9) Deliveries.** Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations during peak visitor times of day. Deliveries should utilize non-public areas to the extent possible.
- (10) Interactions with Wildlife.** The Service prohibits feeding of wildlife within the Area. The Concessioner must completely control and contain all food supplies and waste materials and containers, within the Concession Facilities and shared use dumpster, in order to avoid attracting wildlife. The Concession must assist in proactive measures that prevent wildlife habituation to food in the campground. At a minimum the Concessioner will:
- (a) Prohibit the display of food outside of retail areas, including seed in bird feeders.
  - (b) Provide educational materials regarding feeding prohibitions within the Area; and
  - (c) Place waste containers adjacent to the entrances/exits from the Concession Facilities. Waste containers and food storage facilities will be animal proof.
  - (d) Concessioner will ensure campers do not store food in such a way that attracts wildlife and campers may not feed wildlife.
- (11) Visitor Comments.** The Concessioner must make Service-approved comment cards or electronic surveys available to visitors in order to measure service and quality standards, pricing, and overall Area experience. The Concessioner must keep an adequate inventory of comment cards available at the campground store.
- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services or Concession Facilities within 10 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation. The Concessioner 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.
  - (b) Quarterly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The quarterly 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 quarterly customer satisfaction data is due to the Service within 15 days after the end of each quarter (based on the calendar year). Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

- (c) 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 must be provided to the Superintendent upon receipt.

## **G) Human Resources Management**

### **(1) Employee Hiring Procedures**

- (a) Hiring Policies. The Concessioner must ensure appropriate background checks are performed on all employee hires and volunteers as appropriate for the position. These may 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, or allow a volunteer to work, 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 and volunteers to the Service. The Concessioner must inform prospective employees and volunteers in advance of hire that this information may be made available to the Service. The Concessioner must implement a Drug Free Policy for all concession employees.
  - (b) Driver Requirements. Drivers of all vehicles will have a valid license for the type of vehicle being operated per Virginia law.
  - (c) Service Employees. The Concessioner must not employ in any status a Service employee, their spouse, or a minor child without the Services' written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Facility Manager, Management Specialist, Administrative Officer, Resource Manager, or Chief Ranger.
- (2) Employee Identification and Appearance.** The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.
- (3) Training.** The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and employee handbook for its employees. The employee handbook must articulate the policies and regulations of the Concessioner and Service. The Concessioner must provide a copy of the handbook to the Service within sixty (60) days of the Contract effective date, and when revised.

- (b) **Job Training Program.** An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner's employees. The training program must stress work performance, including a thorough knowledge of food safety, Service Policy and regulations, general resource protection and environmental awareness, including training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. It also must include product and service presentation, cleanliness, and employee attitudes. Training must include the following, in addition to job-specific skills training:
- i. At least one Concessioner employee on duty at all times will have, at a minimum, First Aid and CPR training from the American Red Cross, American Heart Association, or equivalent.
  - ii. Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Area regulations and requirements that affect their employment and activities while residing and working in the Area. The orientation will be given to Concessioner employees at the start of their employment, and refresher training given annually thereafter. The Concessioner must invite Service personnel to attend orientation and other relevant trainings to provide Area-specific information.
  - iii. Service Training. The Service may require Concessioner employees to attend any Service-sponsored training relating to Concessioner's operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service.
- (4) 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.

## **5) SPECIFIC OPERATING STANDARD AND REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate in accordance with the operating standards as provided on the [NPS Commercial Services website](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the Service standards. Where

there are conflicts between the identified standards and the requirements in the Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

**A) Required Services**

**(1) RV Campground (Lanes B through F)**

- (a) Campground Operating Standards. The Concessioner must provide campground service in accordance with the Campground Standards (10-CAM). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards/evaluations/concessions/).
- (b) Exemptions or Additions to Campgrounds Standards. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.
  - i. Standard Number 45 (Public Telephones) is Exempt.
  - ii. Standard Number 52 (Amphitheaters/Public Assembly Area) is Exempt.
- (c) NPS Campground Regulations. The following Area campground regulations will apply:
  - i. Quiet hours are enforced from 10:00 pm to 8:00 am.
  - ii. Camping is permitted only in designated sites.
  - iii. Wheeled vehicles and bicycles must stay on pavement or hard surfaces within the Area.
  - iv. All trash, garbage and litter must be disposed of in trash receptacles or recycle containers.
  - v. Pets must be kept on a leash, no longer than six feet, at all times. Pets are permitted in parking lots, paved roads, and picnic areas.
  - vi. Campfires are allowed only in established fire grates as fire indexes allow. Fires must not be left unattended. During Very High to Extreme fire conditions, only self-contained gas camp stoves are allowed.
- (d) General
  - i. RV/Electrical Sites (Lanes B-F). The Concessioner must provide 70 RV sites for rental. The breakdown of RV sites by type are as follows:
    - ◆ 30 sites with 50/30/20-amp electrical, water and sewer hookup with firepits;
    - ◆ 15 sites with 30-amp electrical, water and sewer hookup with firepits;
    - ◆ 12 sites with 50/30/20-amp electrical and water with firepits; and
    - ◆ 13 sites with 30-amp electrical, water, and firepits.
  - ii. RV/Electrical Sites (Lanes B-F) will be available on a year-round, 24-hour basis. The Concessioner may close portions of the campground during the off-season based on seasonal demand to reduce operating costs.
  - iii. The Concessioner will provide visitor access to the sewer dump station. The dump station shall be well marked to ensure the public is aware of its

location. All holding tanks and wastewater delivery lines will meet applicable federal and state codes for this type of service. Visitors will connect their own vehicles to the dump station.

- iv. The Concessioner will provide guests with summary information about the Area when they arrive. This must include information that tent camping is available in the Area.
- v. Concessioner must provide information to visitors regarding the requirement to pay Area entrance fees. The Concessioner may sell Area Passes if it enters into a separate agreement with the Service.
- vi. A picnic table will be provided by the Concessioner at each site. The picnic table will be maintained in good condition by the Concessioner and present no safety hazards. Sites will be cleaned after each camping stay and made ready for the next occupant.
- vii. A fire ring will be provided by the Concessioner at each site. The fire ring will be maintained in good condition by the Concessioner, present no safety hazards, and be cleaned by the Concessioner after each camping stay.
- viii. Each site number will be clearly identifiable both day and night.

(e) Length of Stay.

- i. From April 1 through October 31:
  - ◆ 50 percent of campsites are available as 'short-term use' sites, with a stay limit of 14 days.
  - ◆ 50 percent of campsites are available as 'long-term use' sites, with a stay limit of 90 days.
- ii. From November 1 through March 31:
  - ◆ 20 percent of campsites are available as 'short-term use' sites, with a stay limit of 14 days.
  - ◆ 80 percent of campsites are available as 'long-term use' sites, with a stay limit of 180 days.
- iii. The cumulative stay limit for short-term use sites is 28 days in a calendar year.
- iv. The cumulative stay limit for long-term use sites is 270 days in a calendar year.

(f) Restrooms.

- i. Restrooms will be cleaned according to a posted schedule, at least once before 9 a.m. and once after 5 p.m. daily, and on an as-needed basis.
- ii. During the peak season, the restrooms will be checked at a minimum one additional time during the day for cleanliness and restocking of paper and hand washing products.

(g) Public Shower

- i. Standards. The Concessioner must provide showers for campers in accordance with the Shower Standards (10-SHO). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions).
  - ii. Exemptions or Additions to Shower Standards. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.
    - ◆ None.
- (h) Pool Operating Standards and Requirements.
- i. Standards. The Concessioner must provide swimming pool service in accordance with the Swimming Pool Standards (10-SWI). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions).
  - ii. The Concessioner will maintain CDC posters “Healthy Swimming” in the bulletin case on the comfort station nearest the swimming pool. The bulletin will be provided by the Service.
  - iii. Pool Safety. The Concessioner will maintain signs at the pool in accordance with US, state, and county health department standards.
  - iv. All federal, state and local sanitation and hygiene standards and regulations will be followed.
  - v. The county building codes for pool safety and care will be applied.
  - vi. Exemptions or Additions to Pool Standards. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.
    - ◆ Standard Number 43 (Lifeguards) is Exempt.
  - vii. Pool Use.
    - ◆ The Concessioner must keep the pool locked when not in operation.
    - ◆ Children under 16 must be accompanied by an adult.
    - ◆ Minimum hours will be from 10 a.m. to 8 p.m. daily, weather permitting, from at least Memorial Day to Labor Day.
    - ◆ Use of the pool must be available at no charge for campground guests. Use is limited to campground guests and is at their own risk.
    - ◆ The Concessioner must inspect the pool daily and adjust PH and chlorine levels as necessary and required by local authorities.
- (i) Exculpatory Agreements
- i. The Concessioner may ask visitors (or their legal guardian if the client is under 18 years of age) participating in the Concessioner’s services identified below as “high risk” to sign exculpatory agreements that include a visitor acknowledgment of risk (VAR), waiver of liability (WoL) and indemnification clauses.

- ii. "High risk" services under this Contract are the following:
  - ◆ RV Campground Services including swimming pool and playground.
- iii. The Concessioner's exculpatory agreements:
  - ◆ Must comply with applicable state and federal law and Service policy;
  - ◆ Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
  - ◆ Must waive liability against the United States by including the following language:

"The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
  - ◆ The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant with Applicable Laws or Service policy. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

**(2) Retail**

- (a) Standards. The Concessioner must provide retail service in accordance with the Retail Standards (10-RET). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions).
- (b) Exemptions or Additions to Retail Standards. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.
  - i. Standard Number 22 (Fitting Rooms) is Exempt.
  - ii. Standard Number 37 (Food Preparation Area) is Exempt.
  - iii. Standard Number 38 (Hand Washing Stations) is Exempt.
  - iv. Standard Number 50 (ATM Machines) is Exempt.



- (c) Merchandise Plan. In coordination with the Service, the Concessioner must develop and implement a merchandise plan that incorporates the Area's themes, environmental issues, educational themes, and recyclable products. The merchandise plan must be submitted to the Service no later than 120 days after the Contract effective date. If the Service determines items sold are inappropriate or unacceptable, the Service will require the Concessioner to remove the items.

**(3) Propane Sales**

- (a) The propane filling station will be operated on a year-round basis. A concession employee will fill visitors' tanks on request. No visitor self-service will be allowed.
- (b) The fuel storage tanks and dispensing systems will be operated in accordance with Applicable Laws.
- (c) The Concessioner will provide adequate collection, storage, and disposal for hazardous waste generated by the propane filling station and its operations. The Concessioner will be equipped to handle spills.
- (d) Appropriate training should be provided to all staff as to the safe and proper filling of customer's propane tanks. The Concessioner will inspect the propane filling station each time before it is refueled to ensure its continued safe operation.

**(4) Firewood Sales**

- (a) The Concessioner is required to sell firewood at the Area campground store.
- (b) The Concessioner must sell certified heat-treated firewood from outside the Area in compliance with Service Policy. The Service must approve the source for firewood.
- (c) Packaging. Firewood must be packaged in bundles using heavy sisal twine, sheet rock tape, or any other environmentally preferable packaging item. If it is not financially feasible to use an environmentally preferable packaging item, then the Service will approve plastic wrap only if the Concessioner adds a label to the bundle with the following statement: "Please discard this plastic wrapper in campground dumpsters, along with your other trash. Do NOT burn the wrapper –doing so releases toxins in the air. Thank you for protecting the environment." Bundles will be made up of one (1) cubic foot dry burnable wood. Wood will be sized so it can be burned without further splitting.

**(5) Laundry Facility**

- (a) Standards. The Concessioner must provide laundry service for campers in accordance with the Laundry Standards (10-LAU). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions).
- (b) Exemptions or Additions to Laundry Facility Standards. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

- i. None.
- (c) The Concessioner must provide a laundry facility year-round, seven days a week. The Concessioner must ensure the facility is maintained and cleaned on a regular schedule and provides clean, sanitary conditions.
- (d) Washing machines and dryers must be in good operating order. Out-of-order machines will be marked as such with a computer-generated sign and repaired or replaced within a reasonable time.

## **B) Authorized Services**

### **(1) Tent/Storage Sites (Lane A)**

- (a) Tent/Storage Sites (Lane A). The Concessioner is authorized to provide up to 6 tent/storage sites for rental in Lane A. The Concessioner must submit a plan for Service approval no later than 30 days before it intends to offer tent/storage sites.
- (b) Lane A is subject to the same requirements set forth above for Lanes B through F.

### **(2) Internet, Cable, and Television Services to Campground Sites**

- (a) The Concessioner is authorized to sell internet, cable, and television services to campground sites. The Concessioner must submit a plan for Service approval no later than 30 days before offering internet, cable, and televisions services to campground sites.

### **(3) Firewood Sales (Remainder of the Area)**

- (a) The Concessioner is authorized to sell firewood at other nearby camps and campgrounds within the Area managed by the Service, and subject to the same requirements set forth above related to firewood sales. The Concessioner must submit a plan for Service approval no later than 30 days before each camp opens if it intends to offer firewood sales at any of the following authorized locations:
  - i. Camp 1 and Camp 4: located off Route 234. Camps are open in April through the first week in November. Camps sleep groups of up to 200 people.
  - ii. Camp 2: located off Joplin Rd (Route 619) 4.5 miles from the Area's main entrance. Camp is open April through the first week in November. Camp sleeps up to 149 people.
  - iii. Camp 3: located off the Area's scenic drive. Camp is open April through the first week in November. Camp has a group area that sleeps up to 76 people with 13 cabins that are rented out individually through [www.recreation.gov](http://www.recreation.gov).
  - iv. Camp 5: located off Joplin Rd (Route 619) 4.5 miles from the Area's main entrance. Camp is open year-round. Camp sleeps up to 203 people.
  - v. Oakridge Campground: located within the Area near Scenic Drive, about 4.5 miles from the Area's main entrance. Campground is open from early March through late November. Campground is a 100-site tent campground.

- vi. Turkey Run Ridge Campground: located about 2.5 miles from the Area's main entrance. Campground is open year-round. Campground has a 9-site group tent campground with sites for up to 40 people.

**(4) Vending**

- (a) Standards. If the Concessioner provides vending machines as an authorized service, it must provide that service in accordance with Campground Standards (10-CAM), Standard Number 61.

**(5) Bike and Camping Equipment Rentals**

- (a) Standards. If the Concessioner provides bike and/or camping equipment rentals as an authorized service, it must provide those services in accordance with the Recreational Equipment Rental Standard (10-REN). This information is found at [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standardsandevaluations/concessions).

## **6) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](https://www.nps.gov/standardsandevaluations/concessions). The plan must be updated annually by December 1. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit E, to this Contract and other sections of this Operating Plan.

## **7) RISK MANAGEMENT PROGRAM**

### **A) Risk Management Plan**

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan in accordance with the Occupational Safety and Health Act of 1970 and the Service's Risk Management Standards for Concessioners found on the NPS Commercial Service website. The Concessioner must submit its initial plan to the Superintendent **within 120 days of Contract effective date and annually thereafter by January 31**. The Concessioner must update its Risk Management Plan to comply with Applicable Laws.

### **B) Safety Representative**

The Concessioner must designate one employee as the safety representative and update this information as necessary. This person must have the authority to make decisions in regard to safety concerns. The Service may require the designated employee to attend a publicly available training course.

### **C) Emergency Response**

Emergency Response. The Concessioner must provide plans, 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, Emergency Response Plan and may include a Spill Prevention Control and Countermeasure 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 these plans to the Service, upon request.

**D) Reporting**

- (1) The Concessioner will notify the Service immediately when a release of a hazardous substance occurs. Proper safety actions must be implemented immediately in accordance with the Concessioner's emergency response plans and procedures.
- (2) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under Applicable Laws to the Service in accordance with Section 6(d) of the Contract.
- (3) The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.

**8) PROTECTION AND EMERGENCY SERVICES**

**A) Law Enforcement**

**(1) Concessioner Responsibilities**

Concessioner-employees have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms while on duty.

**(2) Service Responsibilities**

- (a) The Service will provide visitor protection services, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide law enforcement patrols of the Area during the operating season.
- (b) The Service will handle all reported violations of federal, state, county, or Service regulations, laws, or policies. State or county officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

**B) Structural Fire Protection**

**(1) Fire Inspections**

- (a) Concessioner Responsibilities. The Concessioner must conduct routine fire drills of Concession Facilities as required by its Risk Management Program.
  - (b) Service Responsibilities. The Service may conduct fire safety inspections at its discretion throughout the term of the Contract. The Service will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
- (2) The local fire department is the first responder that will provide fire protection to the Concession Facilities. Structural fire suppression is the primary responsibility of the local Fire Department.
  - (3) The Concessioner is responsible for ensuring the Concession Facilities conform to all applicable provisions of the International Fire Code (IFC) unless specific variance is

- granted by the Service. A fire extinguisher suitable for use on all classes of fires in compliance with IFC standards must be located in each building. The Concessioner shall train and equip personnel for evacuation of employees. The Concessioner shall ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times. It is also the Concessioner's responsibility to detect and report all structural fires immediately.
- (4) The Concessioner will create an evacuation plan and conduct routine fire drills, in cooperation and under the guidance of the Service authority having jurisdiction, for the Concession Facilities as required by the Risk Management Plan and NPS Reference Manual #58 (Structural Fire Management).

### **C) Emergencies**

- (1) *Service Response.* The Service provides for basic emergency response in conjunction with the local Fire and Rescue Department.
- (2) *Emergency Reporting Procedures.* All Concessioner employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location. The Area's Communications Center will dispatch law enforcement and emergency personnel as needed. Any injury sustained by a visitor or employee within the Concession Facilities and all medical emergencies shall be immediately reported to the Service. The Service will investigate all visitor and employee accidents which require medical attention.
- (3) *Points of Contact.* The Area's Communications Center emergency contact number is. 1-866-677-6677. The Concessioner must also call 911 in an emergency.

## **9) UTILITY RESPONSIBILITY**

### **A) Concessioner Responsibility**

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service and must pay these suppliers directly.
- (2) 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.
- (3) The Service has not approved a utility add-on for this Contract.
- (4) The Concessioner should encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.

### **B) National Park Service Responsibility**

- (1) The Service will provide sewage lift station repair services to the Area.

## **10) PUBLIC RELATIONS**

### **A) Required Notices**

- (1) The following statement must be included in all information provided to the public (e.g. websites, brochures): "[Concessioner Name] is an authorized Concessioner of

*the National Park Service and the Department of the Interior, to serve the public in Prince William Forest Park."*

- (2)** The Concessioner must provide the following information to the public:

*"Address comments to: Superintendent  
Prince William Forest Park  
18100 Park Headquarters Road  
Triangle, VA 22172*

*These services are 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 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 concerning any incidents occurring within the Area to the Service.

**C) Advertisements and Promotional Material**

- (1) 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 at least 15 days in advance of preparation of promotional material to establish specific time frames for each project review.
- (2) Changes.** The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 15 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 20 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.
- (3) Material.** The Concessioner should publish all advertisements and promotional material double-sided using soy-based inks on minimum 30% post-consumer material paper and/or tree-free products.
- (4) 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.
- (5)** The Concessioner must display the Park brochure to visitors.

- D) Social Media Postings, Comments, Photos, and Other Content.** Social Media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Service may review other social media content for appropriateness and accuracy. The Concessioner must monitor social media pages on a regular basis. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery.

**E) Material.** The Concessioner must publish all advertisements and promotional material in the most environmentally friendly manner. The Concessioner may distribute only promotional material promoting services required and authorized by the Contract or services and facilities within the Area.

**F) Public Statements.**

(1) *Authorization.* Advertisements must include a statement that the National Park Service and Department of the Interior authorize the Concessioner to serve the public within Prince William Forest Park.

**11) REPORTING REQUIREMENTS**

**A) Concessioner Operational Reports**

(1) *Management Listing.* The Concessioner 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 March 1 of each year, and any significant revisions thereafter.

(2) *Employee Listing.* The Concessioner will provide the Service a list identifying all employees, with their job titles, and office and emergency phone numbers by March 1 of each year.

(3) *Incident Reports.* The Concessioner will immediately report any of the following to the Area's Communications Center at 866-677-6677:

(a) Any fatalities or visitor-related incidents including motor vehicle crashes resulting in property damage, personal injury or death.

(b) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible.

(c) Other incidents that may affect Area resources or which are a violation of Commonwealth of Virginia and/or federal law.

(d) Any known or suspected violations of the law.

(e) Any fires.

(f) Any motor vehicle accidents.

(4) *Hazardous or Non-hazardous Substance Spills.* The Concessioner will immediately report spills to NCR Dispatch Center (866-677-6677) and Service Concessions Management.

(5) *Reporting Human Illness.* Any suspected outbreak of human illness, whether employees or guests, is to be promptly reported 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.

(6) *Monthly Operational Reports.* The Concessioner will provide operational statistical information for each revenue-producing outlet, which will be due to the Service by the 5th day of the following month. An annual summary report will be by March 1, unless otherwise agreed upon by the Superintendent. The statistics and information

provided will be in a format agreeable to the Concessioner and the Service. The reports will include at a minimum the following information:

(a) Camping

- i. Sites available and occupied
- ii. Market segmentation (e.g., family, senior, group, conference, origin)
- iii. Guest type: transient (14 or fewer consecutive nights) or extended stay (more than 14 consecutive nights)
- iv. Total visitor count
- v. Average length of stay for transient guests and extended stay guests.
- vi. Average number of people per site
- vii. Turnaway demand and reasons (e.g., sold out, inadequate hookups, rate resistance, location)

(b) Propane

- i. Number of gallons sold by guest type: i.e., campground guest or non-campground guest.

(c) Retail Sales

- i. Total retail sale transactions

(d) Laundry

- i. Total laundry machine cycles

**(7) Concessioner Financial Reporting.** In addition to the Annual Financial Report ("AFR") required in the Contract, the following financial reports will also be required. For these reports the Service desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (e.g., pad rentals and retail) will have a supporting schedule presenting revenues and cost of goods sold, labor and departmental expenses. The report format will be agreed upon by the Superintendent at the inception of the Contract.

- (a) Annual Budget. A budget including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (b) Financial Forecast. A pre- and mid-season financial forecast for each business activity compared to annual budget (format to be developed jointly at Contract inception).
- (c) Monthly Franchise Fee Reporting. By the 15th of each month and as part of the monthly reporting, the Concessioner shall report on the franchise fee deposit made from the preceding month. Reporting documentation shall include a copy of the wire transfer identifying the transmission.

**B) Summary of Initial and Recurring Due Dates**

The following table 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
Risk Management Plan	Initial	Within 120 days of Contract effective date
	Annually	January 31
Insurance Certificate	Initial	Initially when first purchased
	Annually	Annually on renewal of the insurance
	Annually	March 1
Balance Sheet	Initial	Within 90 days of Contract effective date
Operational Reports	Monthly	By the 5 <sup>th</sup> of the following month during the operating season
	Annually	March 1
Visitor Comment Reports	Monthly	Within 15 days after the last day of each month during the operating season
Employee Listing	Annually	March 1
Swimming Pool Certificate	Annually	May 1
Annual Financial Report	Annually	Within 120 days after last day of fiscal year
Merchandise Plan	Annually	Within 120 days of Contract effective date
Environmental Management Plan	Initial	Within 120 days after Contract effective date
	Annually	January 31

Effective \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Regional Director

Interior Region 1 - National Capital Area

National Park Service