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1) **INTRODUCTION**
This Operating Plan between [Concessioner Name] (Concessioner) and the National Park Service (Service) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Fire Island National Seashore (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

The Service’s responsibilities are subject to the availability of appropriated funds.

Several sections of this Operating Plan list specific requirements regarding operational standards that are governed by laws which may change during the term of this contract. **The Concessioner is required to meet all applicable requirements of the State of New York, county, municipal, and federal laws in all aspects of its operation, including National Park Service Water Ferry Transportation Standards (10-FER).** If applicable laws require more stringent operating standards than those listed in this Operating Plan, the Concessioner must abide by the applicable law. If the operating standards listed in this Operating Plan are more stringent than those required by applicable laws, the requirements in this Operating Plan must be adhered to unless doing so is contraindicated by applicable law.

Water Ferry Transportation Ferry Standards (10-FER) may be found here:
https://www.nps.gov/subjects/concessions/upload/Water_Ferry_Standards.pdf

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) **Environmentally Preferable**
Environmentally Preferable refers to 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. Typical characteristics of environmentally-preferable products include, but are not limited to: products made from pre-consumer or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the Concessioner is located; products that are manufactured locally; products that are packaged with less materials; and/or products that are taken back by suppliers or manufacturers once they are used.

B) **Hazardous Substance**
Hazardous Substance refers to any hazardous waste, hazardous chemical or hazardous material. Further clarification on hazardous substances can be found in 29 CFR 1910.120, Occupational Safety and Health Standards, Hazardous Waste Operations and Emergency Response, which may be found at:
https://www.ecfr.gov/cgi-bin/text-idx?SID=b315e5877072416b196395bf9cbe9b17&mc=true&node=se29.5.1910_1120&rgn=div8

C) **Incidental**
Incidental refers to a spill or release of a hazardous substance, which does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to
employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.

D) Post-consumer Material

Post-consumer Material refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

3) MANAGEMENT ORGANIZATION AND RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner shall designate an on-site general manager (Concession Manager) who:

1. Has the authority and the managerial experience to operate the authorized concession facilities and services within Fire Island National Seashore;
2. Shall employ a staff with the expertise and training to operate all services required and/or authorized under the CONTRACT;
3. Has full authority to act as a liaison to responsible Service officials regarding all concession administrative and operational matters within Fire Island National Seashore; and,
4. Has the responsibility for implementing the policies and directives of the Service.

B) Service

1. The Superintendent of Fire Island National Seashore is the manager with responsibility for all Service operations, including concession operations. Directly or via designees, the Superintendent will coordinate, monitor, and manage this concession contract including, but not limited to:
   a. Evaluate Concessioner services and facilities and develop an annual judgment of satisfactory or unsatisfactory performance by the Concessioner;
   b. Review and provide written approval of rates charged for all commercial services; and,
   c. Review and provide written approval of ferry vessels proposed for use by the Concessioner.
2. The Superintendent will provide the Concessioner with a current list of all appropriate Service designees and staff points of contact.
3. A representative of the Service will investigate all visitor-related accidents, all employee accidents requiring medical attention, and all accidents involving property belonging to the Service.
4. The Service will investigate emergency calls involving public safety, civil disturbances, violations of the law, and fires.
5. The Service will notify the Concessioner at times when storms or impending storms force the closure of Park facilities or changes in operating procedures.

4) REQUIRED SERVICES

A) Scheduled ferry passenger service between the Sayville and Sailors Haven marina

1. Days of Operation. The Concessioner shall provide required services for Fire Island National Seashore passengers on a daily seasonal basis. The season begins on the second Friday in May and end on the second Monday in October.
2. Ferry Schedule. Trips shall be on a specific schedule subject to the approval of the Superintendent.
   a. From the beginning of the operating season through the fourth Thursday in June there shall be at least two (2) round trip ferries each day except for Fridays, when there shall be at least three (3) round trip ferries.
   b. From the first Tuesday in September until the end of the operating season, there shall be at least two (2) round trip ferries each day except for Fridays, when there shall be at least three (3) round-trip ferries.
(c) From the fourth Friday in June through the first Monday in September there shall be at least six (6) round trip ferries per day.
(d) From the last Friday in May through the last Monday in May there shall be at least six (6) round trip ferries per day.
(e) There shall be at least one (1) round trip ferry leaving the Patchogue Ferry Terminal after 5:30 p.m. on Fridays throughout the entire operating season.

(3) **Schedule for inclement weather.** The Concessioner may submit a schedule to implement in the event of inclement weather (Rainy Day Schedule). The Rainy Day Schedule will be approved on a per-incident basis by the Service and will be coordinated with visitor transportation needs. All Rainy Day Schedules will contain a minimum of two (2) round trip ferries each day unless the Service approves fewer trips due to safety considerations. After obtaining approval from the Service, the Concessioner must notify the Sailors Haven marina concessioner of the change in schedule. The Concessioner must include notice in all schedules available to the public that the schedule is subject to change due to inclement weather.

(4) **Approval of Schedule Changes.** The Concessioner shall submit a written proposal indicating the requested ferry schedule by March 15 each year for the Superintendent’s approval prior to implementation. The Superintendent will evaluate one (1) schedule per calendar year unless the Superintendent determines that an exception is warranted due to extenuating circumstances.

(5) **Posting of Ferry Schedules.** Upon Service approval, the schedule and rates shall be published and made available to the public. Publications with schedules and rates will be updated immediately as changes are made. Schedules and rates will always be clearly posted and visible at the south shore of Long Island terminal and at the ferry dock at Sailors Haven marina. The schedules and rates shall also be posted on the Concessioner’s website and social media.

**B) Description of cargo or baggage allowed**
(1) Each passenger will be limited to two bags or suitcases (up to 25 pounds each), or
(2) One cart or wagon per family or couple.

**C) Special considerations for large or extra baggage**
(1) The Concessioner may assess a baggage charge for visitor baggage in excess of 25 pounds if the visitor requires assistance with loading the baggage. The Concessioner may require passengers with extra baggage (camping gear, for example) to arrive up to 30 minutes before ferry departure. All such requirements must be submitted for approval with other scheduling and rate requests. All such requirements must be published in all schedules available to the public.
(2) Transportation of some baggage and supplies may be denied at the discretion of the Captain for reason of crew and passenger safety.

**5) AUTHORIZED SERVICES**

**A) Charter ferry passenger service between Sayville and Sailors Haven marina**
(1) Charter passenger ferry service between the Sayville and other destinations are authorized but not required. The Concessioner must submit proposed destinations for approval at least seven (7) days prior to the date of the proposed trip. Destinations shall be only those authorized by the Superintendent.

**B) Description of charter cargo or baggage allowed**
(1) Each passenger will be limited to two bags or suitcases (up to 25 pounds each), or
(2) One cart or wagon per family or couple

**C) Sale of convenience items**
(1) On board sale of convenience items, food, and non-alcoholic beverages is authorized but not required. If the Concessioner offers this authorized service, it must submit proposed services for Superintendent approval at least sixty (60) days prior to commencing service. The Concessioner must ensure compliance with all applicable laws, regulations, and policies.
6) NOTICE OF CONCESSIONER
   A) Posted Notice on Vessels and Ticket Sale Facilities
      (1) The following notice shall be prominently posted on all vessels and ticket sale facilities:
          This service is operated by (Name of Concessioner), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner and maintaining facilities in an acceptable condition. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

7) TICKETING
   A) Ticket Sales, Records, and Reports
      (1) All tickets for ferry service to and from Fire Island National Seashore shall be separate and distinct from any other tickets or receipts of any kind issued or sold by the Concessioner while conducting business outside the National Park Service concession. Tickets sold in the operation of the National Park Service concession shall be numbered and the numbers of the tickets that are sold shall be reported monthly within five (5) days from the end of the reported month. The number of paid, unpaid, and discount passengers must be logged for each ferry trip, in each direction. Gross receipts for the purpose of this contract shall be reconciled with the numbered tickets, authorized discounts, and non-passenger revenue.
      (2) Cash and credit cards will be honored for payment. Refer to the current Water Ferry Transportation Standards (10-FER) for credit cards accepted and other forms of payment.

8) ACCESS AT SAILORS HAVEN
   A) Shared Access
      (1) The Concessioner will have shared access with the Service of the Dock and Bulkhead at Sailors Haven Marina.
      (2) The Concessioner will have shared access with the Service of the Dock Passenger Waiting Area at Sailors Haven Marina.

9) VESSEL REQUIREMENTS, MAINTENANCE, AND RENOVATION
   A) Vessel Technical and Operating Requirements
      (1) Minimum fleet size: Two (2)
      (2) Minimum passenger capacity: Forty (40)
      (3) Maximum passenger capacity: Four hundred (400)
      (4) Backup vessel: One (1)
      (5) Maximum length: Subject to vessel draft. Up to 90 feet.
      (6) Maximum draft: 4 feet 6 inches.
      (7) Speed: 15-25 knots
      (8) Berthing: Required.
      (9) Navigation: Electronics as needed, for example, GPS, Radio, Radar, etc.
      (10) Climate control or Shelter from the elements: Climate control is not needed. Shelter from elements is needed.
      (11) Minimum seating: 75% of maximum passenger capacity.
      (12) Onboard solid waste receptables: Yes
      (13) Fuel type: Diesel or equal.
      (14) Environmentally preferred refrigerants: Preferred.
(15) Marine sanitation devices (MSD): On vessels with toilets, a Type III MSD is required by law.

(16) Fuel and air separators: Yes

(17) Vessel discharges: No

(18) Design: An enclosed deck is required. Additional open-air decks are optional.

(19) Accessibility: Yes

(20) Minimum engine requirements: Engines to be sized as appropriate for vessel size.

B) Schedule

(1) The Concessioner shall renovate its vessels used in this operation on a regular schedule. The Concessioner shall submit the schedule for renovations to the Service within the first 90 days of the term of the Contract and subsequently shall resubmit the schedule at any point at which it is revised.

10) NON-CONCESSION BUSINESS CONDUCTED BY CONCESSIONER

A) Precedence

(1) No business conducted by the Concessioner unrelated to the required services shall interfere with the operation of required service. Safety and visitor services must take precedence before loading and unloading. Any supplementary business being conducted, such as the transporting of supplies and materials for other Concessioners, must be conducted in a way that visitors are not inconvenienced, delayed, or made to wait longer than they otherwise would.

11) RATES CHARGED TO THE PUBLIC AND FEDERAL EMPLOYEES ON OFFICIAL DUTY

A) Requests for Rate Changes

(1) The Concessioner shall submit requests in writing at least 60 days prior to the anticipated implementation dates, brochure publication dates, and customer notification. Successful requests require support by established criteria and comparison data. The information to be included in the request is set forth in the most recent Rate Administration Guide, which may be found here: https://www.nps.gov/subjects/concessions/rate-administration.htm.

B) Rate Determination.

It is the objective of the Service to ensure that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided and are reasonable. All rates and charges shall be justified as comparable to those for similar facilities and services provided by the private sector.

(1) Rate determinations will be made in accordance with the most recent Rate Administration Guide.

(2) In accordance with Sec. 3(b) of Addendum 1 of the CONTRACT, the Concessioner shall provide transportation at a reduced rate of 50% off the public rates to Federal employees on official duty.

(3) Employees are on “official duty” when they are performing work during their tour of duty or are performing work in connection with an emergency. As defined in 5 CFR 550.103, “tour of duty” means “the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee’s regularly scheduled administrative workweek,” and “performing work in connection with an emergency” means “performing work that is directly related to resolving or coping with an emergency or its immediate aftermath.”

(4) The Service may approve, disapprove, or adjust rates and will inform the Concessioner within 60 days of the rate request submittal. Should special conditions require a quicker than normal response or after the season is in progress, the Concessioner will clearly explain these conditions in writing with the request. If the Service agrees that special conditions warrant action, the Service will attempt to accommodate this request. However, this will not be normal procedure.

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

12) NON-EXCLUSIVE USE
This CONTRACT does not grant exclusive rights for the use of docks, parking lots or any other Service owned property. Other authorized vessels shall be permitted the use of the dock facilities as needed, if these uses do not disrupt the services being performed under this contract.

13) STANDARDS, INSPECTIONS, AND EVALUATIONS

A) Service Standards

(1) The operation of vessels and services required and authorized by this CONTRACT shall conform to the Service standards described in the most recent Water Ferry Transportation Standards (10-FER). The Service or its representatives and the Concessioner will separately or together inspect, monitor, and evaluate concession facilities and services with respect to NPS policy, applicable standards, authorized rates, safety, public health, compliance with the Concessioner’s Risk Management Plan (RMP) and Environmental Management Program (EMP), conformance to maintenance programs, correction of operating deficiencies, and responsiveness to visitor comments. More information may be found here: https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm

B) Periodic Inspections

(1) The Service may conduct unscheduled periodic inspections of Concession facilities and services to ensure conformance with operational standards. The Service will contact the Concession Manager at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Concessioner shall subsequently meet with Service officials to prioritize and schedule correction of deficiencies and implement abatement programs, if needed.

C) U.S. Coast Guard (USCG)

(1) The Concessioner shall be responsible for obtaining USCG certification for all vessels used in its operations. The Concessioner will ensure that vessels are inspected in accordance with all USCG inspection programs and that all vessels have a valid Certificate of Inspection.

(2) The Concessioner shall provide a copy of the results of all USCG inspections to the Superintendent within 48 hours of completion and a copy of the inspection certificate when received.

(3) The Concessioner shall immediately inform the Superintendent of any correspondence with the USCG related to emergency reports or any other similar reports.

(4) The Concessioner will notify the Service of the date the Captain of the Port, Marine Inspection Office will perform its inspection of vessels so that a Service representative may participate in the inspection if so desired.

D) Risk Management Program

The Concessioner shall develop and maintain a written Risk Management Program (RMP). The Concessioner is required to submit this RMP to the Superintendent within 60 days of the award of the CONTRACT. Updates to the RMP should be submitted by November 1 for each successive year. The Service will annually conduct a comprehensive evaluation of the Concessioner’s RMP. RMP Standards may be found here: https://www.nps.gov/subjects/concessions/upload/Risk_Mgmt_Program_Stds2.pdf

At a minimum, the program will include the following components:

(1) Active management leadership and program evaluations
(2) Worksite and program analysis
(3) Mitigation of identified hazardous conditions and unsafe work practices
(4) Provision for employees and employee union involvement and support
(5) Effective and appropriate safety and occupational health training
(6) Visitor protection from all identified hazards which operations create or should reasonably control
(7) Building fire safety:
(a) The Concessioner shall periodically conduct inspections of assigned land-based facilities within Fire Island National Seashore. The Concessioner shall ensure employee compliance with health, fire, and safety code regulations as well as the Service’s policies and guidelines.

(8) The Fire Island National Seashore Safety Committee’s Representative and the Superintendent may accompany the Concessioner on its periodic safety inspections. The Service may also conduct spot checks confirming the Concessioner’s compliance with its safety requirements.

(9) The Concessioner shall provide immediate building fire protection and maintain fire suppression equipment, including adequate fire extinguishers, for all structures and vessels which are its responsibility, and will respond to requests for aid from the Service personnel.

E) Vessel Safety

(1) The Concessioner shall perform periodic interior and exterior safety inspections of all concession vessels that provide services within Fire Island National Seashore in accordance with its documented RMP. Vessels shall meet all applicable requirements of the State of New York, county, municipal, and federal laws, which include U.S. Coast Guard license and safety requirements as noted in U.S. Code Titles 33, 46, 49 and the Code of Federal Regulations (CFR).

(2) In the event of emergencies, including, but not limited to power failure, each Boat Captain shall contact the USCG and the Service.

(3) The Boat Captain and crew shall be trained to handle all emergencies. Regular drills shall be conducted for all crew members per the most current USCG standards. The Concessioner shall conduct routine drills in evacuation and fire of the vessel and a man-overboard drill as required by the RMP.

(4) The passengers shall be kept informed of any emergency including responsive actions.

(5) All boats shall have a public address system capable of operating on battery power.

(6) Vessels used for nighttime programs shall be equipped with emergency lights capable of operating for a minimum of four hours.

(7) Pre-departure check off procedures shall assure that no vessels leave the dock without the USCG required numbers of Personal Floatation Devices (PFD), and that the PFDs are readily available. The Concessioner or employees of the Concessioner must provide passengers with safety instructions prior to departure from the dock. As a minimum, passengers should be notified verbally or through written signage of the locations of PFDs, first aid kits, and fire extinguishers.

(8) Vessels shall be equipped with a marine radio licensed by the Federal Communications Commission.

(9) While the vessel is in operation, at least one employee on board shall have a cardiopulmonary resuscitation (CPR) certificate or equivalent and a Standard First Aid certificate or equivalent.

(10) The Concessioner shall provide first aid supplies and related equipment on all vessels.

(11) Hurricane Preparedness. The Concessioner shall prepare a Hurricane Preparedness Plan and provide a copy to the Superintendent for review by June 1 of the first year of the CONTRACT. The plan shall identify preparedness levels for condition categories and designate specific actions to be taken and individuals responsible for those actions. The initial plan will stand as the Hurricane Preparedness Plan for the balance of the CONTRACT term; proposed changes should be submitted for review by the Superintendent by June 1.

(12) In addition to satisfying all federal, state, and local fire codes, the Concessioner shall report all fires to the Superintendent immediately (even if the fire has been extinguished).
14) HAZARDOUS SUBSTANCES

A) Compliance
   (1) The Concessioner must comply with all federal, state, and local regulations regarding hazardous substances.
   (2) When a release of hazardous or non-hazardous chemical or biological product occurs, proper corrective, cleanup, and safety actions must be implemented immediately.

B) Environmental Management Plan
   (1) The Concessioner shall prepare an Environmental Management Program (EMP) in accordance with the CONTRACT and update it annually by February 1. The Concessioner will purchase environmentally preferable products where economically and technically feasible and appropriate.
   More information may be found here: https://www.nps.gov/subjects/concessions/upload/Environ_Mgmt_Program_Stds2.pdf
   (2) Emergency Environmental Response: The Concessioner shall establish procedures and provide equipment and training to employees to effectively respond to releases of hazardous substances and biological substances in accordance with Applicable Laws.
   (3) The Concessioner is responsible for immediately reporting hazardous substance spills to the Superintendent, the USCG, and the National Response Center, as required by Applicable Laws.

C) Emergency Response Plans
   (1) As a component of its RMP, the Concessioner shall maintain and implement an Emergency Action Plan in accordance with 29 CFR 1910.38. If applicable, the Concessioner shall also maintain and implement an Emergency Response Plan (ERP), in accordance with 29 CFR 1910.120, to describe emergency response procedures that the Concessioner will maintain to respond to non-incidental spills of hazardous substances handled by the Concessioner “for the purpose of stopping the release” as defined in 29 CFR 1910.120(q)(6)(iii).

D) Hazardous Substance Communication Program
   (1) The Concessioner shall develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.120. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

E) Concessioner Environmental Inspections
   (1) The Concessioner shall conduct environmental inspections of equipment and operations in accordance with Applicable Laws and the Concessioner’s Environmental Management Program (as addressed in Exhibit B, Section 14(B)(1). of the CONTRACT).
   (2) The Concessioner shall be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the National Park Service. The Concessioner’s facilities and operations will be evaluated with respect to environmental compliance, conformance with the Concessioner’s EMP, and Best Management Practices and other current audit criteria. More information may be found here: https://www.nps.gov/subjects/concessions/eai.htm.

15) RECYCLING AND CONSERVATION

A) Source Reduction
   (1) The Concessioner shall implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over disposable products. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post-consumer recycled products whenever possible is encouraged.

B) Recycling Program
   (1) The Concessioner shall participate fully in a recycling program. The Concessioner shall implement a recycling program, which fully supports the efforts of the Service. Products to be recycled include
but are not limited to paper newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries.

C) **Water and Energy Conservation**  
(1) The Concessioner shall implement water and energy conservation measures. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential efficiency, reduced water or energy consumption, or reduced impacts on the environment.

D) **Lighting**  
(1) The Concessioner shall use light emitting diode (LED) bulbs in its light fixtures.

E) **Oil**  
(1) The Concessioner shall use synthetic oil instead of traditional oil in its operations.

F) **Annual Review for Environmental Impact**  
(1) The Concessioner will perform an annual review of products used in the operations for environmental impact. It will then search for available alternatives for products identified as having a negative environmental impact. The Concessioner will replace the identified product with the alternatives if it judges the alternative to be effectiveness in its performance and cost-effective.

16) **EMPLOYEE PRESENCE, HIRING, AND TRAINING**

A) **Uniformed Concession Employees**  
(1) If the Concessioner requires passengers with excess baggage to arrive earlier than 15 minutes before scheduled departure, then a uniformed Concessioner employee is required to be present during that early arrival timeframe.

B) **Uniforms and Name Tags**  
(1) The Concessioner shall ensure that all employees in direct contact with the public wear standardized service approved uniforms and a name tag. Clothing shall be distinctive enough to allow passengers to readily recognize employees during emergencies.

C) **Background Checks**  
(1) The Concessioner shall follow any applicable directives regarding background checks issued by the Department of Homeland Security or the USCG.

D) **Boat Captain Operation License**  
(1) Within 15 days of the award of the CONTRACT and within 48 hours of each new hire or license renewal, the Concessioner shall forward to the Superintendent a copy of the Boat Captain’s operating license and support data, as required by the USCG for passenger vessels between 25-200 tons for near coastal and inland waters.

E) **Hiring Restrictions**  
(1) Concessioner shall not employ a Service employee, his or her spouse, or an employee’s minor children in any status without prior written approval of the Superintendent.

F) **Orientation and Training**  
The Concessioner shall provide employee orientation and training and shall inform employees of Service regulations and requirements that affect their employment and activities while working at Fire Island National Seashore.

(1) **National Park Service Introduction.** Upon request, the Concession Manager shall meet with a Service representative designated by the Superintendent to review Concessions regulations and National Park Service policies. The Concession Manager shall then relate these regulations and policies to all Concession employees.

(2) **Job Training.** The Concessioner shall provide appropriate job training to each employee prior to duty assignments and working with the public. In addition to job-specific skills, training should include: Service policies, basic history of Fire Island National Seashore, and appropriate conduct with visitors.
(3) *Interpretive Training.* All Concessioner employees who serve as a first point of contact to the visiting public should have fundamental knowledge of Fire Island-related information and should be able to answer visitor questions about Fire Island National Seashore. The Concessioner shall design and provide, with assistance from the Service, Service approved basic interpretive training sessions for all staff.

(4) *Environmental Training.* The Concessioner shall provide general environmental awareness training, including training on the Concessioner’s EMP.

(5) *Refresher Training.* The Concessioner will meet with its staff at least twice per operating season to review rules and performance expectations.

(6) Within 60 days of the Contract award and by April 15 of each successive year, the Concessioner shall submit a Training Program Outline to the NPS.

17) **SPECIAL EVENTS**

A) **Authorization**

(1) Special events are not authorized under this Contract. Any Concessioner use of NPS docks for any purposes not authorized by this Contract requires a separate permit, such as a Special Use Permit or a Commercial Use Authorization.

Examples of uses not authorized under this contract include, but are not limited to, cruises or tours originating from a Fire Island National Seashore site and returning to the same site from which it departed without docking at any location en route (e.g., dinner cruises, fireworks cruises or tours of the south shore of Long Island that start and end at Patchogue Ferry Terminal).

18) **LAW ENFORCEMENT, SECURITY, AND EMERGENCY RESPONSIVENESS**

The Concessioner shall immediately report fatalities, injuries and illnesses, fires, vehicle or boat accidents, property damage, and illegal drug and controlled substance abuse to the Superintendent, or his designee, and the USCG, as required by Applicable Laws.

A) **Concessioner Security**

(1) Concession personnel are expected to maintain a level of awareness of potential security threats and have in place procedures to notify the appropriate NPS personnel and municipal security personnel if necessary for the safety and protection of Concessioner staff and visitors.

B) **USCG Security Requirements**

(1) The USCG has incorporating the International Ship and Port Security Code (ISPS) into domestic regulations. The Maritime Transportation Security Act (MTSA) adopts the ISPS into domestic regulations. The MTSA regulatory program requires vessel security plans to be submitted to the USCG. Concessioner personnel, both operators and administrative staff, should work in close coordination with the Service, USCG and local and federal law enforcement officials to develop detailed plans for vessel operational security.

C) **Reporting**

(1) Any injury sustained by a visitor or employee in a concession facility that requires more than minor first aid treatment, and all medical emergencies shall be reported to the Service immediately. The Concessioner shall report within 24 hours all employee and visitor illness complaints to the Superintendent or his or her designee.

D) **Concessioner EMS Responsibilities**

(1) The Concessioner shall ensure that the Captain and all crew members are certified in First Aid. In addition, at least one crew member on each ferry trip will be CPR-certified.

19) **COMPLAINTS**

A) **Correspondence**
(1) The Service and Concessioner shall answer all written complaints and provide each other copies of their correspondence. The Service will investigate all complaints and the Concessioner shall cooperate with the investigation to determine the cause of the complaint and practical remedy.

B) Posted Notice

(1) The following notice shall be prominently posted at all Concessioner cash registers and payment areas and on the ferry boats. Message is to be in letters at least 24 points in size and not handwritten.

>This service is operated by (Name of Concessioner) an authorized Concessioner of Fire Island National Seashore, National Park Service, Department of the Interior.

Please address comments to: Superintendent  
Fire Island National Seashore  
120 Laurel Street  
Patchogue, New York 11772

20) PUBLIC INFORMATION AND ADVERTISING

A) Promotional Materials

(1) All literature available online or distributed to the public, including service and rate schedules, promotional material, and advertising copy, must be approved in writing by the Service 30 days in advance. All such material will contain the following language:

>This service is operated by (Name of Concessioner), an authorized Concessioner of Fire Island National Seashore, National Park Service, Department of the Interior.

B) Programs and Regulations

(1) The Concessioner shall cooperate with the Service to provide timely information to its patrons regarding park programs and regulations concerning visitor use and resource protection

C) Signage

(1) A sign at the primary boarding areas and on the ferries shall be visible to passengers entering and leaving the boat. The sign will be in at least 24-point type and contain this language:

>This vessel is operated by (Name of Concessioner), a concessioner of Fire Island National Seashore, National Park Service, Department of the Interior.

The Superintendent shall approve this sign and its installation prior to the season opening date.

(2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. All signs are to be prepared in a professional manner, consistent with National Park Service standards, appropriate for the purpose they serve and be approved by the Superintendent prior to installation.

D) Advertisements

(1) Copy prepared for advertisements and handout material regarding facilities and services provided under this contract shall be submitted to the Superintendent 30 days in advance for approval prior to publication or use on order to assure consistency and compatibility with the purposes of the Fire Island National Seashore and the National Park Service.

E) Marketing

The Concessioner will market the visitor services it provides through the following methods at a minimum:

(1) Advertise ferry services both locally and regionally.
(2) Maintain a website and a social media presence.
(3) Use email marketing.
21) CONCESSIONER REPORTING REQUIREMENTS

A) Concessioner Operational Reports and Information Requirements

(1) The Concessioner shall, upon request, provide supporting documentation for all operational reports to the Superintendent or his or her representatives.

(2) Management Listing. The Concession Manager shall provide the Superintendent with a list of key concession management and supervisory personnel, their job titles, contact phone numbers, and emergency contact information (for emergency events, such as hurricanes) by April 15 of each year.

(3) Incident Reports. The Concessioner shall immediately report the following to the Superintendent or his or her designee:

(a) any vessel or land-based accidents related to the Concessioner’s operations that result in property damage above $1,000; personal injury (requiring more than minor first aid treatment), or death;

(b) any fire;

(c) any incident that affects or may affect the Service’s natural or cultural resources;

(d) any suspicious persons as defined by the Department of Homeland Security; and,

(e) any known or suspected violations of law involving persons not employed by the Concessioner.

(4) Concession Monitoring Meeting. Concessioner and Service staff will hold a concession monitoring meeting at least quarterly or more frequently if needed to review current operations, outstanding maintenance issues, and CONTRACT compliance.

(5) Monthly Public Use Report. The Concessioner shall report the previous month’s customer counts under each category of fares by the 5th day of each month. A summary of all incidents occurring during the month shall also be appended to the report.

(6) Listing of Vessels. The Concessioner will provide the Superintendent with a current list vessels used in the operation annually no later than April 1 of each year. This listing will include at a minimum: passenger capacity, engine specifications, age, name, USCG registration number.

B) Concessioner Operational Summary Reports – By Visitor Service

(1) An Annual Operational Summary Report is due 60 days after the end of the calendar year. This document will summarize the operational statistics information gathered by the Monthly Public Use Reports. The following data will be presented in a concise spreadsheet format:

(a) Number of trips by site, and

(b) Number of passengers per trip, including trip out and trip back.

22) CONCESSIONER REPORTING SCHEDULE

The following summarizes the preceding reporting requirements and details of other reports, plans, payments, and inspections that will be the responsibility of the Concessioner per this Operating Plan. The CONTRACT may outline additional reporting requirements that are not outlined below.

A) Summary of Initial and Recurring Report Due Dates

<table>
<thead>
<tr>
<th>Title</th>
<th>Schedule</th>
<th>Due Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Operational Summary Report</td>
<td>Annual</td>
<td>60 days after the end of the calendar year</td>
<td>Exhibit B, 21 B(1)</td>
</tr>
<tr>
<td>Boat Captain License &amp; Supporting Documents</td>
<td>Initial/New Hires</td>
<td>Within 15 days of the award of the CONTRACT and within 48 hours of a new hire</td>
<td>Exhibit B, 16 D(1)</td>
</tr>
</tbody>
</table>

V8.2013
<table>
<thead>
<tr>
<th>Title</th>
<th>Schedule</th>
<th>Due Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Management Program (EMP)</td>
<td>Initial/Annual</td>
<td>Within 60 days of the CONTRACT award and by February 1 in successive years.</td>
<td>Exhibit B, 14 B(1)</td>
</tr>
<tr>
<td>Hazardous Substance Spills</td>
<td>As Needed</td>
<td>Immediately upon occurrence</td>
<td>Exhibit B, 15 B(3)</td>
</tr>
<tr>
<td>Incident/Injury/Illness Reports</td>
<td>As Needed</td>
<td>Incidents should be reported immediately upon occurrence</td>
<td>Exhibit B, 19 C(1)</td>
</tr>
<tr>
<td>Proposed Schedule Changes</td>
<td>As Needed</td>
<td>March 15</td>
<td>Exhibit B, 4 A(4)</td>
</tr>
<tr>
<td>Rate Change Request</td>
<td>As Changes are Proposed to Occur</td>
<td>60 days prior to the effective date of the change. Generally, one request will be accepted annually.</td>
<td>Exhibit B, 11 A(1)</td>
</tr>
<tr>
<td>Risk Management Program</td>
<td>Initial/Annual</td>
<td>Within 60 days of the CONTRACT award and by November 1 thereafter</td>
<td>Exhibit B, 13 D</td>
</tr>
<tr>
<td>Vessel renovation schedule</td>
<td>Initial &amp; When Changes Occur</td>
<td>Within 90 days of the CONTRACT award and thereafter whenever revised</td>
<td>Exhibit B, 9 B(1)</td>
</tr>
<tr>
<td>Review of Advertising</td>
<td>Initial &amp; When Changes Occur</td>
<td>30 days prior to publishing</td>
<td>Exhibit B, 20 A) and D)</td>
</tr>
<tr>
<td>Training Program Outline</td>
<td>Initial/Annual</td>
<td>Within 60 days of the CONTRACT award and by April 15 thereafter</td>
<td>Exhibit B, 16 F(6)</td>
</tr>
<tr>
<td>Visitor Comments alleging misconduct, safety problem or having a potential impact to Service resources</td>
<td>As Needed</td>
<td>Upon receipt</td>
<td>Exhibit B, 19 A(1)</td>
</tr>
<tr>
<td>List of vessels including at passenger capacity, engine specifications, age, name, and USCG registration number.</td>
<td>Annual</td>
<td>April 1</td>
<td>Exhibit B, 21 A(6)</td>
</tr>
<tr>
<td>USCG Certificate of Inspections</td>
<td>Annual</td>
<td>Results must be submitted within 48 hours of receipt; Certificates forwarded as received.</td>
<td>Exhibit B, 13 C(2)</td>
</tr>
<tr>
<td>Request to commence authorized but not required service</td>
<td>As needed</td>
<td>As required in Exhibit.</td>
<td>Exhibit B, 5</td>
</tr>
<tr>
<td>Ticket sales and passengers carried</td>
<td>Monthly</td>
<td>Within 5 days from the end of the reported month.</td>
<td>Exhibit B, 7 A(1) and 21 A(5)</td>
</tr>
</tbody>
</table>
### B) Summary of Items to Be Included in Published Schedules

<table>
<thead>
<tr>
<th>Item</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule and Rates.</td>
<td>Exhibit B, 5</td>
</tr>
<tr>
<td>Notice that the schedule is subject to change due to inclement weather.</td>
<td>Exhibit B, 3</td>
</tr>
<tr>
<td>Requirement regarding large or extra baggage.</td>
<td>Exhibit B, 4 C(1)</td>
</tr>
<tr>
<td>Acceptable methods of payment.</td>
<td>Exhibit B, 7 A(2) and Service Standards 10-FER</td>
</tr>
<tr>
<td>The following language:</td>
<td>Exhibit B, 20, A(1)</td>
</tr>
<tr>
<td>This service is operated by (Name of Concessioner), an authorized Concessioner of Fire Island National Seashore, National Park Service, Department of the Interior.</td>
<td></td>
</tr>
</tbody>
</table>

Dated at Fire Island National Seashore this __________ day of ________________, 202__.

**NATIONAL PARK SERVICE:**

________________________
Superintendent
Fire Island National Seashore