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 George Washington Memorial Parkway (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.

In consultation with the Concessioner, the Service’s Superintendent of the Area may review and revise this plan as the Superintendent, in his or her sole discretion, determines necessary. All revisions must be consistent with the main body of this Contract; must be reasonable; and must further the purposes of the Contract.

The Service provides guidance materials and standards for Concessioners on the National Park Service Commercial Services website at https://concessions.nps.gov/, particularly the page titled “Concessioner Tools.”

2) **DEFINITIONS**

   A) **Service Policy.**

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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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

3) **MANAGEMENT RESPONSIBILITIES**

   A) **Concessioner**

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

         (a) Has the authority and the managerial experience for operating the assigned Concession Facilities and required services and, if applicable, authorized services within the Area

         (b) Must lead and employ a staff with the expertise and training to operate all required and, if applicable, authorized services offered under this Contract

         (c) Has full authority to act as a liaison in all Concession administrative and operational matters within the Area

         (d) Has the responsibility for implementing the policies and directives of the Service

      (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

      (3) The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

   B) **Service**

   The Superintendent of the George Washington Memorial Parkway is responsible for all operations, including concession operations. The Superintendent carries out Service policy, including concession contract management. Directly, or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates, in accordance with Applicable Laws and Service Policy, Concessioner activities relating to the Area, including:

      (1) Providing a current list to the Concessioner with all appropriate points of contact;
(2) Evaluating Concessioner services and facilities;
(3) Reviewing and approving rates charged for all commercial services;
(4) Reviewing and approving construction and all improvements to facilities; and
(5) Reviewing and approving changes to services, advertisements, and other items outlined in the Operating and Maintenance plans.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations.

Minimum operating hours for required services are as follows by season:

<table>
<thead>
<tr>
<th>Operating Season</th>
<th>Service/Facility</th>
<th>Minimum Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring/Summer</td>
<td>Marina Services:</td>
<td>All Services Except Food Service and Sailing Instruction:</td>
</tr>
<tr>
<td></td>
<td>● Wet Slip Storage</td>
<td>● 9:00 a.m. - 7:00 p.m., seven (7) days per week</td>
</tr>
<tr>
<td></td>
<td>● Dry and Rack Storage (Washington Sailing Marina)</td>
<td>● Monday – Friday: 5:00 p.m. - Dusk</td>
</tr>
<tr>
<td></td>
<td>● Launch Ramp (Columbia Island)</td>
<td>● Saturday and Sunday: 9:00 a.m. - 5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>● Boat Maintenance and Repair (Washington Sailing Marina)</td>
<td>● Food Service:</td>
</tr>
<tr>
<td></td>
<td>● Boat Pump-out</td>
<td>● Sunday – Thursday, 11:00 p.m. – 8:00 p.m.</td>
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<tr>
<td></td>
<td>● Courtesy Dock</td>
<td>● Friday – Saturday, 11:00 p.m. – 10:00 p.m.</td>
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<tr>
<td></td>
<td>● Fuel (Columbia Island)</td>
<td>Sailing Instruction (Washington Sailing Marina Only), April 15 – June 1:</td>
</tr>
<tr>
<td></td>
<td>Retail</td>
<td>● Monday – Friday: 5:00 p.m. - Dusk</td>
</tr>
<tr>
<td></td>
<td>Food and Beverage Service</td>
<td>● Sailing Camps (Washington Sailing Marina only), June 1 – August 15</td>
</tr>
<tr>
<td></td>
<td>Sailing Instruction (Washington Sailing Marina)</td>
<td>● Monday – Friday: 9:00 a.m. – 5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Sailing Camps (Washington Sailing Marina) (June – August)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All Services Except Food Service and Sailing Instruction:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>● 9:00 a.m. - 7:00 p.m., seven (7) days per week</td>
<td></td>
</tr>
<tr>
<td>Fall/Winter</td>
<td>Marina Services:</td>
<td>● Monday – Friday: 5:00 p.m. - Dusk</td>
</tr>
<tr>
<td></td>
<td>● Wet Slip Rental</td>
<td>● Saturday and Sunday: 9:00 a.m. - 5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>● Dry and Rack Storage (Washington Sailing Marina)</td>
<td>● Food Service:</td>
</tr>
<tr>
<td></td>
<td>● Launch Ramp (Columbia Island)</td>
<td>● Sunday – Thursday, 11:00 a.m. – 6:00 p.m.</td>
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<tr>
<td></td>
<td>● Boat Maintenance and Repair (Washington Sailing Marina)</td>
<td>● Friday – Saturday, 11:00 a.m. – 8:00 p.m.</td>
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<td></td>
<td>● Boat Pump-out</td>
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<td>● Courtesy Dock</td>
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<td>● Fuel (Columbia Island)</td>
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<td>Retail</td>
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<tr>
<td></td>
<td>Food and Beverage Service</td>
<td></td>
</tr>
</tbody>
</table>

(1) Normal Operations

(a) The Concessioner must provide the required services as described above for the duration of the contract.

(b) The Concessioner must follow the minimum hours of operation unless the Concessioner submits a written request according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(c) The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any required closures.

(d) The Concessioner may close on Thanksgiving Day, Christmas Day, and New Year’s Day. The Concessioner may close at noon on December 24th and 31st. For additional requested closure days, the Concessioner must submit a written request for the Superintendent’s approval at least two weeks in advance of the requested closure days.

B) Rate Determination and Approval Process

(1) Rate Determination. The Service ensures that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided in Section 3(e) of the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession management guidelines. Rate approval methods are subject to change.
(a) Slip Rental, Dry Storage, Boat Rental, and Repair Services. The concessioner must determine rates using Competitive Market Declaration (CMD). The Concessioner must not publish rates in any form until the Superintendent provides final approval of such rates.

(b) Fuel Service rates. The Concessioner must determine rates using CMD.

(c) Convenience Items and Grocery rates. The Concessioner must determine rates using CMD.

(d) Food and Beverage rates. The Concessioner must determine rates using the Core Menu Guidelines. The Concessioner must submit all rate requests in accordance with Service guidelines, including, but not limited to, the core menu items. After the Concessioner and Service establish an initial core menu, those core menu items are subject to comparability analysis. All menus are subject to Service approval prior to finalization.

(e) Sailing Instruction. The Concessioner must determine rates using Comparability. The Concessioner must submit all rate requests in accordance with Service guidelines, including, but not limited to, the proposed sailing school classes and camps. The Concessioner and Service will work together to establish a list of comparable sailing instruction operations. After the comparable list of operations is established, all sailing instruction is subject to comparability analysis. Advertised sailing instruction pricing is subject to Service approval.

(2) Request for Annual Rate Changes.

(a) The Concessioner must submit requests for rate approvals according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must submit all rates charged for approval prior to implementation, brochure publication dates, and customer notification. The 2017 Service Rate Approval Guidelines are available at: [NPS Concession Management Rate Administration Guide](https://www.nps.gov).

(b) The Service will inform the Concessioner of the reason for any disapproval or adjustment within 30 days after the rate request submittal. Should the Concessioner require a quicker response, the Concessioner must clearly explain the conditions that necessitate a quicker response in writing. If the Service requires a longer response time, the Service will inform the Concessioner of the expected response date.

(c) The Concessioner must prominently post rates for all goods or services provided to the visiting public.

(3) Rate Compliance. The Service will check rate compliance during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

(4) Reduced Rates for Government Employees. The Concessioner may not provide goods and services to government employees or their families without charge or at reduced rates unless they are equally available to the general public.

C) Purchasing

(1) Competitive Purchasing. The Concessioner may make purchases from a facility operated or owned by the Concessioner or its parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

(2) Discounts. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer or the operation.

(3) Environmental. The Concessioner must purchase environmentally friendly products and services whenever feasible. The Concessioner must give preference in food and beverage purchasing to locally grown or produced, seasonal products. The Concessioner must give preference to organic products, when available.

D) Evaluations

(1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract, including all of its Exhibits,
and other operational performance 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. Later sections of this Operating Plan outline specific inspection and testing requirements. The Concessioner is also responsible for coordinating completion of inspections necessary to maintain its Clean Marina certification.

(2) Service Concession Review Program.

(a) The Service will evaluate the Concessioner’s services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program Service personnel may conduct these activities. The Service may request the assistance of third-party subject matter experts. The Service may fully incorporate the findings of such experts 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.

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

(3) Annual Overall Rating. By April 1 of each year the Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include a numerical score and narrative rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, Environmental Management Program Evaluation Report, and Asset Management Program Evaluation Report.

(a) The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, workers compensation insurance.

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

(c) A representative of the Service’s Public Health Program will conduct periodic evaluations of the Concessioner’s food and beverage operations. The Service will conduct these evaluations in accordance with Service Public Health Service procedures based upon the U.S. Food Code.

(d) The Service will conduct an annual comprehensive evaluation of the Concessioner’s Risk Management Program (RMP). This evaluation will consider performance in complying with NPS 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 will also be a component of this evaluation and a component of Periodic Operational Evaluations.

(e) The Service will conduct an annual evaluation of the Concessioner’s Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS risk management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner’s documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

(f) The Service will conduct an annual evaluation of the Concessioner’s Asset Management Program (AMP). The evaluation will consider the Concessioner’s performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit E (Maintenance Plan), Service Policy and standards, and Applicable Law.
(4) Other Audits or Inspections
   (a) The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. The Service considers performance in closing audit findings in the annual EMP Evaluation.
   (b) The Service may conduct integrated pest management inspections of Concessioner facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
   (c) The Service may evaluate the Concessioner’s interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
   (d) The Service reserves the right to enter the Concession Facilities at any time for any evaluation or when otherwise deemed necessary.

E) General Policies
   (1) Facilities Use
      (a) The Concessioner may not allow use of Concession Facilities for activities or services that do not directly and exclusively support contractual services required by the Contract without written permission from the Service.
      (b) Quiet hours are between the hours of 11:00 p.m. and 7:00 a.m. The Concessioner must post this information prominently.
      (c) The Service designates all buildings within the Concession Facilities as non-smoking. The Concessioner can find a copy of Director’s Order 50D regarding the Service’s policy on smoking at NPS Smoking Policy.
   (2) Special Events. The Concessioner must make banquet space and catering services available for special events at the Concession Facilities, including meetings, weddings, parties, etc. The Service must approve in advance all Special Events. Any events requiring ranger or emergency support services or occurring in whole or in part outside of the Concession Facilities may require a Special Use Permit from the Service.
   (3) Reservations. The Concessioner must accept reservations on a 365-day forward rolling basis for all Slip Rental, Boat Rental, and Sailing School services and must make reservations available via the internet, as well as in person and via phone.
      (a) The Concessioner must comply with applicable accessibility standards and requirements.
      (b) The Concessioner must comply with the deposit requirement and cancellation/refund standards as identified for each service within each specific service standard, located on the Commercial Services Website at NPS Concession Management Rate Administration Guide. Refer to Section 5, Specific Operating Standards and Guidelines for additional information.
      (c) The Concessioner must at a minimum honor MasterCard, Visa, Discover, and American Express. The Concessioner must accept debit cards and credit cards.
      (d) The reservation page must include the following:
         i) Description of product;
         ii) Rates
         iii) Availability calendar; and
         iv) Reservations platform (whether it be direct e-mail or online booking engine).
      In the event that the Concessioner manages multiple operations, the Concessioner must create distinct pages for each operation.
   (4) Vehicles and Vessels
      (a) Licensing, Insurance, Maintenance, and Registration.
i) Concessioner must keep all of its vehicular equipment and vessels used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.

ii) Except for services provided at the designated Washington Sailing Marina maintenance areas, the Concessioner must perform all maintenance or repairs to vessels outside the Area. The Concessioner must perform maintenance or repairs to all vehicular equipment, whether that maintenance repair is routine or non-routine, outside the Area.

(b) The Concessioner and Concessioner employees must park all Concessioner- and employee-owned vehicles in the parking areas designated for such purposes.

(c) Unattended or Abandoned Vehicles. The Concessioner may impound and tow, or have towed, vehicles that are left unattended for more than 24 hours or that are abandoned within the Concession Facilities. The Concessioner must immediately notify the Service of all such unattended or abandoned vehicles and of their disposition. The Concessioner, Concessioner employees, and visitors may not store or keep within the Area unseviceable, unlicensed, or non-operating vehicles.

(5) Visitor Comments

(a) The Concessioner must make Service-approved paper comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must ensure that comment cards are displayed or otherwise readily available in the marina office and at all food and beverage outlets. The Concessioner may also solicit visitor feedback via email or other online means.

(b) The Concessioner must investigate and respond in writing to all visitor complaints regarding its services within 10 business days after receipt. The Concessioner must promptly provide to the Service copies of the initial comment, the Concessioner’s response, and any supporting documentation.

(c) Immediately after receipt the Concessioner must provide to the Service copies of all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees, or that concern the safety of Area resources.

(6) Pet Waste Collection. The Concessioner must establish pet waste collection stations at various locations within the Concession Facilities to ensure proper disposal of pet waste by the visitors to the Area. The pet waste stations must include proper signage describing how to pick up and dispose of pet waste and the necessary materials and receptacles to do so. The Concessioner must bear the costs associated with pet waste collection and disposal.

(7) Interactions with Wildlife

(a) Service regulations prohibit feeding wildlife within the Area. 36 C.F.R. § 2.2. The Concessioner may not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.

(b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities and assigned land.

(c) The Concessioner may not sell merchandise such as bird or other small animal feeders, or plant material or plant seed of any kind within the Area.

(d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie and store all solid waste from its operations in sealed containers. Outdoor receptacles including recycling containers must be waterproof, vermin-proof, animal-proof and covered with working and secured lids. The Concessioner must use similarly constructed indoor receptacles based on use (i.e., food waste versus office trash).

(e) The Concessioner and its employees must immediately notify the United States Park Police (“USPP”) at (202) 610-7500 for emergencies of all issues with wildlife occurring within the Concession Facilities. For all non-emergencies of all issues with wildlife occurring within the
Concession Facilities the Concessioner must notify the Area Chief of Resource Management within 24 hours at (703) 289-2515. Issues with wildlife include:

i) Wildlife approaching humans, or showing interest in people, trash or human food;
ii) Wildlife obtaining human food or trash;
iii) Wildlife entering or attempting to enter buildings or cars;
iv) People feeding or harassing wildlife; and
v) Wildlife acting sick, strange, aggressive toward humans, or any other behavior the Concessioner deems to be abnormal.

F) Human Resources Management

(1) Employee Identification and Appearance.
   (a) The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personalized nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.

(2) Firearms:
   (a) Concessioner employees may not possess firearms while on duty. Federal law prohibits firearms in federal facilities, such as Service visitor centers. In addition, the Concessioner must post “firearms prohibited” signs as required by the regulations found here: Firearms in National Parks

(3) Employee Hiring Procedures
   (a) The Concessioner must hire a sufficient number of employees to ensure excellent visitor services throughout the operating season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
   (b) The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position or security-sensitive position, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
   (c) The Concessioner must perform appropriate background checks on all employee hires as appropriate for the position. These may include, not limited to: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make these records available to the Service, upon request by the Service.
   (d) Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator’s license for the size and class of vehicle driven.
   (e) The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent’s written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.

(4) Training. The Concessioner must provide appropriate training to its employees as follows:
   (a) The Concessioner must develop written training materials for its employees.
   (b) The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan and must document such training.
   (c) The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. In addition to job-specific skills, training must include the following:
i) The Concessioner must orient its managers to Service evaluation and rate policies.

ii) The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.

iii) The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.

iv) The Concessioner must provide environmental training to all employees according to its Environmental Management Program.

(d) The Concessioner must maintain training records for each of its employee and provide those records to the Service upon request.

(5) Orientation. The Concessioner must provide mandatory orientation and training for its employees.

(a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area.

(b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation.

(c) The Concessioner may request Service staff present certain topics of interest.

(6) Interpretive Training. The Service may provide interpretive skills training for Concessioner employees who provide interpretive or safety information or services to the public. The Concessioner must require staff to attend this training. The Concessioner must work closely with the Area’s Concessions Management Office and Interpretive staff to improve the methods of preparing and presenting effective interpretive information.

(7) Employee Handbook. The Concessioner must develop and provide all of its employees with copies of its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(8) Employee Responsibilities. The Concessioner must require that its employees adhere to all federal and state laws at all times.

G) Interpretive Services

(1) Personal Interpretive Services

(a) Employees must demonstrate their knowledge of the Service, its mission and values, and the cultural and natural resources in the Area in general and specifically of Columbia Island Marina and Washington Sailing Marina. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.

(b) The Concessioner must provide all interpretive materials to the Service for its review and approval prior to using or posting such materials.

(2) Non-Personal Interpretive Services

(a) The Concessioner must integrate Area interpretive themes into Concession Facilities. At various locations within the Concession Facilities, both interior and exterior, the Concessioner must prominently display or otherwise make available to the public Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.

(b) At various locations within the Concessioner Facilities, the Concessioner must prominently display or otherwise make available to the public Area informational handouts, including information specific to Columbia Island Marina and Washington Sailing Marina. The Concessioner must label and provide for public use a container or box to collect interpretive materials for re-use or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Area’s Interpretation and Education Division.

H) Volunteers In Parks (VIP) Program
(1) The Service encourages the Concessioner to permit its employees to participate in the Area's Volunteers in Parks ("VIP") program. The Concessioner may request additional information concerning the Area's VIP program by contacting the Area's Volunteer in Parks Coordinator.

I) Environmental Management Program
(1) The Concessioner must develop, implement, and maintain an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service's Environmental Management Program Standards located on the Commercial Services Website at Concession Website for Standards. The Concessioner must update the plan according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
(2) The Maintenance Plan, Exhibit H to this Contract, and other sections of this Operating Plan provide further environmental specifications and requirements. The Concessioner must comply with the Service Environmental Management Standards for Concessioners.
(3) The Concessioner must attain or retain current recognition as a Clean Marina within one (1) year of the effective date of this Contract. Detailed information on the Clean Marina initiative including the steps required can be found online at Clean Marina Website.

J) Risk Management
(1) Risk Management Plan. The Concessioner must develop, implement, and maintain a Concessioner Risk Management Program in accordance with the Service's Risk Management Program Standards for Concessioners located on the Commercial Services Website at Concessions Website. The Concessioner must submit its initial and annual plans to the Service according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
(2) 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 spill prevention 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.

K) Utility Responsibilities
(1) Concessioner
(a) 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.
(b) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, water, phone, internet, propane, solid waste, and recyclables removal. The Concessioner must provide prompt payment for these services.
(c) The Concessioner must obtain utility services from a commercial source at the Concessioner's expense.
(2) Service. The Service has no utility responsibilities under this Contract.

L) Protection and Emergency Services
(1) Law Enforcement
(a) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
(i) The Service may require the Concessioner to provide for security at Concession Facilities.
(ii) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities, under its control.
According to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan, the Concessioner must develop a crime prevention/physical security program that covers all structures used in the Concession Facilities. In developing the plan, the Concessioner must coordinate with the Service, including the USPP, and submit an approved and signed copy of this plan to the Service.

The Concessioner must immediately report any observed violations of the law to the USPP dispatcher and the Service by calling (202) 610-7500 and (703) 289-2500 respectively.

The Concessioner must immediately report all fires, medical emergencies, accidents, or other incidents, including possible violations of the law, to the USPP dispatcher by calling (202) 610-7500 for emergencies or (202) 610-7505 for non-emergencies. Within 48 hours after the incident, the Concessioner must report the incident to the Area concessions office.

### (2) Structural and Marina Fire Protection

#### (a) Concessioner

i) The Concessioner must integrate structural fire and life safety procedures into its Risk Management Program. The Concessioner has the responsibility to ensure that all Concession Facilities meet federal, state, and local codes. The Concessioner must ensure that it installs, operates, inspects, tests, and maintains appropriate fire detection and suppression equipment in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association (“NFPA”) standards and NPS Reference Manual #58 (including but not limited to RM-58, Sections 16 and 29). These requirements extend to all facilities including land-side and water-based facilities.

ii) The Concessioner must submit to the Service a Fire Prevention Plan prepared in accordance with 29 C.F.R. 1910.1200, according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must reference this plan as part of the Concessioner’s Risk Management Program.

iii) The Concessioner must employ a “no tolerance” policy regarding tampering with smoke or fire detectors or fire extinguishers. The Concessioner must report all fires and violations of the law immediately to the Service.

iv) The Concessioner must provide and maintain fire hoses and nozzles and hose boxes within Concession Facilities where applicable.

v) The Concessioner must post a fire or emergency exit plan in each of its buildings.

vi) The Concessioner must keep burnable vegetation away from buildings. This includes all dead plants, leaves, dry grass, and firewood. The Concessioner must clean gutters as often as necessary, but no less than once a year.

vii) The Concessioner must provide charged standpipes or other suitable fire suppression as fire support on the marina docks.

viii) The Concessioner must conduct monthly routine fire drills of all Concession Facilities as required by the then-current version of NPS RM-58 (Structural Fire Management). The Service must coordinate all fire drills and training through the office of the Chief Ranger or his/her authorized representative. The Concessioner must maintain documentation of fire drills and training and make this documentation available to the Service upon request.

ix) The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the District of Columbia and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must maintain written records verifying the completion of such and provide these records to the Service upon request.

x) The Concessioner must inspect all Fire Detection and Notification System devices on a monthly basis where applicable. The Concessioner must document and maintain records
of fire extinguisher and other fire and life safety system components and device inspections, and the Concessioner must provide a copy to the Service, upon request. The Concessioner must maintain this documentation for a minimum of three years.

xi) A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. A licensed sprinkler system contractor must perform semi-annual and annual inspection, testing, and maintenance.

xii) Properly trained Concession staff must perform monthly visual inspections. These periodic inspections must include the following where applicable:

a) Fire Suppression Systems (Sprinklers/Extinguishers): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), including monthly visual inspections and semi-annual and annual testing and maintenance.

b) Fire Suppression Systems Other (e.g. Kitchen Hood and Computer Rooms Systems): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).

c) Fire Detection and Notification Systems (Fire Alarm): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).

d) Emergency Lighting and Illuminated Exit Signs: The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code).

(a) Service

i) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the Service inspector.

ii) The Service may consider fire safety requirements performance in the annual Risk Management Plan in its evaluation.

(3) Emergency Medical Care

(a) The Concessioner must immediately use “911” reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities. After using the “911” reporting procedures, the Concessioner must contact the USPP at (202) 610-7500 for all emergencies or (202) 610-7505 for all non-emergency incidents. The Concessioner must post and make available the USPP contact information to the public and its employees.

(b) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs, including Cardiopulmonary Resuscitation (“CPR”) and use of an Automated External Defibrillator (“AED”). The Concessioner must make all reasonable efforts to ensure that an employee certified in basic first aid and CPR/AED is on site during all scheduled operation hours and events at both Marinas. The Concessioner must train all employees in proper emergency reporting procedures and instruct employees to provide essential information when reporting emergencies (e.g. a call back number at their location).

(c) The Concessioner must provide at least one portable AED at Columbia Island Marina and one portable AED at Washington Sailing Marina.

(4) First Aid Supplies

(a) The Concessioner must maintain basic first aid supplies at all Concession Facilities.

5) PUBLIC RELATIONS

A) Required Notices
The Concessioner must post the following notices prominently at all Concessioner cash registers and payment areas:

“This service is operated by (Concessioner’s name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.”

Please address comments to: Superintendent
George Washington Memorial Parkway Headquarters
700 George Washington Memorial Parkway
McLean, VA 22101

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

B) Public Statements
(1) The Concessioner must refer to the Public Affairs Officer all media inquiries concerning operations within the Area, questions about the Area, or any incidents occurring within the Area. This includes all media interviews. However, the media may interview or make visits to Concession Facilities to report on concession operations with a courtesy notification to the Public Affairs Officer.

(2) The Concessioner must refer all media inquiries related to operations in the Area or incidents in the Area that are unrelated to the Concessioner’s services to the Superintendent.

C) Signage
(1) The Concessioner must submit for Service review and approval any new signs or changes to existing signs. The Concessioner may post only professionally-produced signage and must keep signage to a minimum. The Service will not approve neon signs.

D) Advertisements and Promotional Material
(1) Promotional Material
(a) The Concessioner must submit any new or updated promotional material, including websites and social media, to the Service for review and approval, according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
(b) The Superintendent may require the Concessioner to remove any unapproved promotional material. The Concessioner may send Submissions via electronic mail. The Service will make every effort to respond to minor changes to brochure and other texts within 20 days. The Service may require longer periods for major projects or where the Concessioner requires Service staff assistance to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
(c) 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.
(d) The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner’s website.
(e) The Concessioner must display the Area brochure to visitors.

(2) Public Statements
(a) Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public at George Washington Memorial Parkway.

(b) Advertisements for employment must state that the Concessioner is an equal opportunity employer.

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

(a) The Service has an approved Mark it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words “Authorized Concessioner.”

(b) The Service authorizes the Concessioner to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner may continue to use the Authorized Concessioner Mark after they have received a satisfactory or marginal rating on the previous Annual Overall Rating to use the Mark following the first year of the Contract.

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

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

(e) The Concessioner must use the official Mark artwork provided by the Service. Layout and use must be in accordance with the Mark guidelines available on the NPS Commercial Services web site under the concessioner tools tab.

(f) The Concessioner must submit a written request to the Service for approval to use the Mark according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner’s proposed layouts in writing.

6) **SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally-sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the Marina, Public Showers, Boat Rental, Family Casual Dining, Fast Casual Dining, Temporary Food and Beverage, Bars and Lounges, and Retail standards and guidelines located on the Commercial Services Website at [Commercial Services Website](#). When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Commercial Services Website. For other services, the Concessioner must follow the minimum operating requirements for each service as detailed in this section.

A) **Marina Operations Standards**

(1) **Standards.** The Concessioner must meet the Marina Standards located on the Commercial Services Website at [Commercial Services Website](#) and the additional marina services and docks minimum requirements outlined below.

(2) **Exclusions.**

(a) The following minimum operating standards do not apply to the Columbia Island Marina operation.

- Standard Number 3. There is no parking assigned to this operation.
- Standard Number 4. There is no trailer parking area assigned to this operation.
- Standard Number 26. There is no buoy field in this operation.
- Standard Number 28. There is no dry storage associated with this operation.
- Standard Number 39. There are no public laundry facilities required in this operation.
- Standard Number 65. There is no fishing dock associated with this operation.

(b) The following minimum operating standards do not apply to the Washington Sailing Marina operation.
- Standard Number 26. There is no buoy field in this operation.
- Standard Number 39. There are no public laundry facilities required in this operation.
- Standards 70 through 82, 117 through 119: There is no fuel dock required in this operation.

(3) **Registration Hours.** The slip rental registration office must have regular posted hours and must post procedures for after-hours registration.

(4) **Signage.** The Concessioner must provide professional, clearly visible, easy to read, non-hand-written signage for all marina policies, including the refund policy, and for emergency procedures.

(5) **Marina Operations Manager.** The Services encourages the concessioner to have a manager on staff that has obtained or is actively pursuing the Certified Marina Manager ("CMM") designation from the International Marine Institute.

(6) **Marina Policy.** The Concessioner must provide the marina operating rules and policies to the Superintendent for review and approval according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(7) **Marina Operations.** The Concessioner must conduct all aspects of marina operations in accordance with all Applicable Laws, codes, regulations, and other requirements.

(8) **Columbia Island Fuel Docks.**
   a) Diesel Fueling. The Concessioner must make diesel available to the boating public.
   b) Fueling Procedures and Training
      i) The Concessioner must develop, implement and maintain a vessel fueling standard operating procedures ("SOPs") document for fuel dock operations and must make the document available to the Service upon request.
      ii) Only those Concessioner employees trained on fuel dock operations SOPs, the spill prevention plan, emergency response and hazardous spill training, and First Responder Awareness level (or greater) may work on the fuel docks.
      iii) The Concessioner must conduct fueling in accordance with procedures specified in all Applicable Laws.
      iv) The Concessioner must ensure that all fuel dock employees properly fuel all private vessels. Fuel dock employees must directly oversee the fueling of all vessels by communicating with the person in charge of the vessel receiving fuel to determine the vessel’s fuel capacity, the amount of fuel on board, and the amount of fuel required on board.
      v) When fueling portable gas tanks less than 12 gallons in volume, Concession employees must remove the tanks from vessels and fuel them in secondary containment provided by the Concessioner.

(9) **Marine Sanitation Device (Boat Pump-out)**
   a) The Concessioner must provide water-based, sanitary pump-out facilities at the marina in sufficient capacity to accommodate the boating public without unreasonable waiting times.
   b) The Concessioner must mark the pump-out facility with Service-approved signage.
   c) The Concessioner must ensure that all holding tanks and wastewater delivery lines meet all applicable Federal, State, and Local legal requirements for this type of service.

(10) **Wet Slip and Dry Space Rental**
(a) Rental Agreements. The Concessioner must ensure that all boats docked at slips or stored in dry spaces at Columbia Island Marina or Washington Sailing Marina are subject to a current rental agreement and that all slip or dry space renters comply with the provisions of their rental agreements. Each rental agreement must include the following provisions:

- Emergency contact information for Concessioner, Service, and USPP.
- The renter’s signature and agreement to comply with all restrictions and prohibitions, all policies and procedures (including emergency procedures), and all environmental management requirements applicable to the Area.
- A prohibition against renters sleeping, or allowing others to sleep, overnight aboard their vessel for more than 7 (seven) consecutive nights within a two-week time period.
- A place for renters to sign to indicate their agreement to the prohibition against using a vessel as a domicile or residence.
- A place for renters to provide their permanent residential/domicile addresses, mailing addresses, and telephone numbers.
- A requirement that renters maintain their boats docked or stored at the marina in overall good and seaworthy condition, with the bilges reasonably clean and hulls and structures generally sound, and a prohibition against slip and dry space holders allowing their boats to become unsightly or reduced to a dilapidated condition.
- A requirement that boat owners maintain current insurance on vessels docked or stored at the marina.
- A requirement that renters maintain current boat registration on vessels stored at the marina. The Concessioner must maintain a copy of the renter’s registration for the boat at the time of signature of the rental agreement.
- A renter may not use its rented slip or dry space for revenue-generating activities.
- A renter may not sub-lease, sell, or otherwise transfer or assign slips or dry spaces. Renters may not transfer slips or dry spaces as part of a boat sale. Boats and trailers may not display “For Sale” signs.

(b) The Concessioner must submit its proposed rental agreements for wet slip and dry space rental to the Superintendent for review and approval in writing according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(c) At Columbia Island, the Concessioner may not perform, or permit slip or dry space holders to perform, boat repairs in the marina. The Service will permit normal and routine boat maintenance work, including but not limited to changing batteries, fuel cans, and oil, and washing of boats with biodegradable soap; however, the Service will not permit extensive repairs beyond normal maintenance procedures.

(d) The Concessioner may register only one boat per slip or dry space.

(e) The Concessioner may not rent slips to boat dealers for the purpose of the sale or trade of boats.

(f) The Concessioner must establish and maintain an accurate and current waiting list for vacant wet slips and dry storage spaces and must fill vacancies from the current waiting list on a first-come, first-served basis.

(g) The Concessioner must establish, maintain, and provide to the Service, upon request, a rental slip and dry space inventory according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The slip inventory must include all rental slips and dry storage spaces, signed rental agreements, customer names, boat names, and registration numbers.

(h) The Concessioner must ensure that boat owners are responsible for securing their boats to the slip, maintaining their boats, and checking them regularly.

(i) The Concessioner must enforce minimum standards for the lines and equipment used to secure the boats to the slips.
(11) The Concessioner must ensure that no maintenance wastes generated by boat owners and visitors remain on site. The Concessioner must properly dispose of all wastes generated by Concessioner and visitors, and maintain records as required.

(12) Submerged Vessels. The Concessioner must raise submerged vessels within three days. The Service will permit only a licensed and bonded salvage company to retrieve submerged boats. In addition, the Concessioner must submit to the Service a copy of the salvage company’s report. The Concessioner must ensure that the salvage company follows and properly documents all applicable environmental compliance procedures and must submit a copy of such documentation to the Service.

B) Public Shower Standards
(1) The Concession must offer slip holders shower facilities at both marinas.

(2) Standards.
   (a) The Concessioner must meet the Public Shower Standards located on the Commercial Services Website at Commercial Services Website and the following additional minimum requirement.
   (b) The Concessioner must check the shower facilities at least twice each day, or more if necessary, to clean and stock them with soap and paper products according to a posted schedule.

C) Rental Boats
(1) At Washington Sailing Marina the Concessioner must offer rental sailboats. The Concessioner may rent other types of boats with Service approval. The Concessioner may rent boats at Columbia Island Marina with Service approval.

(2) Standards. See the NPS Commercial Services website for Boat Rental standards.

(3) Minimum Operating Schedule. The Concessioner must provide a selection of rental sailboats (hereinafter known as “boats”) from Memorial Day through Labor Day at the marina; during the fall and winter seasons, the variety and type of boats may fluctuate based on customer demand. The Concessioner must provide adequate dock space and facilities for customer loading and to clean and repair equipment. The Concessioner shall provide a sewage pump-out station, fresh water supply, and a Quagga mussel removal wash facility for all rental boats at the marina.

(4) Instruction. The Concessioner must provide all rental vessel customers with hands-on instruction in the operation of the vessel, proper use of all equipment, weather, emergency information, and Area regulations and policies including, but not limited to, the protection of water quality and other key environmental management issues.

(5) Rental Agreement. The Concessioner must develop a Vessel/Equipment Rental Agreement form and provide it to the Service according to the schedule noted in the of Initial and Recurring Due Dates table at the end of this Operating Plan. Visitors must sign this form when they rent vessels or equipment from the Concessioner. Current Service Policy for acknowledgement of risk is available on the Commercial Services website.

D) Food and Beverage Service
(1) Standards. See the NPS Commercial Services website for Food and Beverage (Family Casual, Fast Casual and Bars and Cocktail Lounge) standards. The following section outlines additional food and beverage operation requirements.
   (a) Facility Use. The Concessioner may not use the Concession Facilities to provide any food and beverage service outside the Area boundaries.
   (b) Food & and Liquor Certifications. The Concessioner must have at least one full-time certified food safety manager and one full-time manager that has attended a liquor law training program at both the Columbia Island Marina and the Washington Sailing Marina. The managers must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association. The Concessioner must ensure all employees involved in food preparation and or in serving alcoholic beverages are training in compliance with all Applicable Laws.
(2) **Washington Sailing Marina-Family Casual Dining.** Washington Sailing Marina-Family Casual Dining. The Service anticipates the Concessioner under the prior Concession Contract CC-NACC003-86 ("Prior Concessioner") will complete a repair and remediation project of the restaurant well before the anticipated effective date of the Contract. The project includes exterior siding repairs, interior wall repairs, concrete slab sealing, roof repairs, replacement of twelve windows, heating/cooling system and duct cleaning, and full mold remediation. In the event that the project is not completed by the effective date of the Contract, the Service will work with the Concessioner to allow the Prior Concessioner to complete the project. Within three months of the effective date of the Contract or within three months of completion of the repair and remediation project, whichever comes later, the Concessioner must operate a Family Casual restaurant at the Washington Sailing Marina. The Service considers the adjacent bar area an extension of the Family Casual dining room, rather than a separate food and beverage outlet, and will evaluate them together.

(3) **Washington Sailing Marina-Fast Casual Dining.** Within three months of the effective date of the Contract or within three months of completion of the repair and remediation project, whichever comes later, the Concessioner must operate a Fast-Casual operation in the rear portion of the Washington Sailing Marina restaurant building.

(4) **Columbia Island Marina-Fast-Casual or Family Casual.** The Concessioner must operate a Fast-Casual café operation at Columbia Island Marina. The Concessioner may offer Family Casual service on the exterior patio of the café.

(5) **Healthy and Sustainable Food Offerings.** The Concessioner must ensure it meets the Service’s Healthy Food Standards and Sustainable Food Guidelines found on the NPS Commercial Services website.

(6) **Additional Bar/Cocktail Lounge Requirements**
   (a) No promotional activities, events, or functions may center on alcoholic beverages. The Concessioner must keep promotional advertising of alcohol in the lounge to a minimum. The Service will not permit banners or posters.

E) **Retail**
   (1) **Standards.** See the NPS Commercial Services website for Retail Service standards. The following section outlines additional retail requirements.
   (2) The Concessioner must submit product information to the Service for approval according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
   (3) **Exclusions.** The following minimum operating standards do not apply to this contract:
      (a) Standard Number 23. There are no fitting rooms in this operation.
      (b) Standard Number 24. There are no merchandise carts or shopping baskets necessary in this operation.
      (c) Standard Number 25. There is no produce section in this operation.
      (d) Standard Numbers 38 through 43 and 64. The sale of perishable food is not a required or authorized service under this Contract.
      (e) Standard Number 51. This Contract does not require ATM machines.
   (4) **Additional items.** The Concessioner must sell the following items:
      (a) Boating safety equipment (e.g. life jackets, throw ring, whistle, horn, bell, fire extinguishers, etc.);
      (b) Environmentally preferable products cleaning supplies; and
      (c) Oil and routine automobile products (the Concessioner must maintain a control record for the sale and disposal of automobile and marine batteries).

F) **Vending**
   (1) The Concessioner must meet the following vending minimum operating requirements:
      (a) Vending machines must be conveniently located, and of a design and color that complements the aesthetics of nearby buildings and surroundings.
(b) The Concessioner must receive Service approval for the type and location of all vending machines before placing them in the Concession Facilities.

(2) Standards. The vending machines must be clean, properly stocked, and in good working condition.

(a) Signage on the machine either may relate to Area resource education themes or must be generic in nature (e.g., display an example of what is sold in the machine without including brand recognition such as a logo or brand name).

(b) The Concessioner must post beverage container deposit/recycling information on the machine.

(c) Brand information on or in the machine, if any, must be visible only to persons who are using the machine.

(d) The Concessioner must adequately illuminate the machine, but the machine may not contribute to light pollution at night. Machine should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.

(e) Vending machines must be able to accept Presidential $1 coins.

(f) The Concessioner must provide recycling or trash containers at vending machine locations as approved by the Service.

G) Dry Storage of Vessels

(1) At Washington Sailing Marina, the Concessioner must provide dry and rack storage rental spaces.

(2) The Concessioner must ensure that all vessels and boat trailers stored at the marinas are properly registered.

(3) The Concessioner must maintain and provide to the Service upon request a dry storage inventory, including but not limited to, storage space number, customer names, boat names (if applicable), registration numbers, and signed rental agreements.

H) Boat Repairs

(1) At Washington Sailing Marina, the Concessioner must provide staff, shops, equipment, and facilities for year-round maintenance and repairs of boats.

(a) The Concessioner must provide the necessary equipment and supplies for preventive and routine maintenance for the repair of the rental fleet and privately-owned boats including, but not limited to, tune-ups, propeller repair, cable and steering repair, and cooling system maintenance.

(b) Hours of operation, staffing, and equipment must be sufficient to enable the shop to maximize use of available facilities.

(c) Work orders must be prepared immediately when the customer agrees to have work done. Customers must sign a work order to leave boat for repairs.

(2) Marina Location. The Concessioner may establish and staff a site on the marina for the purpose of storing and dispatching repair work boats, performing minor repairs, and storing supplies and cleaning materials.

(3) Standards. Qualified boat repair mechanics must perform boat repair work. A qualified mechanic is one who has formal training in the type of work performed, and who can demonstrate at least two years’ work history in the type of work performed. Boat repair apprentices may perform work if a qualified mechanic oversees their work.

(4) Training. The Concessioner must train boat repair and maintenance personnel to respond to and report hazardous-substance spills or releases.

(5) On the Water Service. A mechanic must be available during normal shop hours to make initial assessments of boats at the marina while boats are in the water.

I) Pump-out Services

(1) Operations. The Concessioner must provide sewage pump-out for its rental fleet, slip-holders, and transient dock guests at no cost. The Concessioner may charge other customers only using
the launch ramp for pump-out service. All holding tanks and wastewater delivery lines must meet all Applicable Laws.

(2) Training. For fuel dock employees and personnel monitoring the marina pump-out, the Concessioner must ensure training in the proper operation of the pump-outs and assist visitors on the appropriate steps and safety measures to prevent sewage spills.

J) Sailing Instruction

(1) Operations. The Concessioner must develop and implement a sailing instructional program at the Washington Sailing Marina that includes options suitable for all appropriate ages and all levels of experience. The Concessioner will offer, at minimum, beginner, advanced, and youth sailing courses and private instruction.

(2) Standards. The Concessioner will develop, provide to the Service for review, implement and maintain standard operating procedures (“SOPs”) for sailing instruction operations.
(a) Only those Concessioner employees trained in sailing instruction SOPs and are professionally certified sailing instructors must teach sailing classes.

(3) Concessioner Outreach. The Concessioner must conduct outreach programs for sailing activities to reach underserved communities to. The Concessioner will provide the program descriptions and implementation plans to the Service for approval before implementation.

K) Temporary Food and Beverage Service (Alternative Food Service)

(1) Operations. With prior written approval from the Service, the Concessioner may provide temporary food and beverage service within the Concession Facilities.

(2) Prior to offering temporary food and beverage service, the Concessioner must submit product information to the Service for approval according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(3) Standards. See the NPS Commercial Services website for Temporary Food and Beverage service standards.

L) Recreational Services and Equipment Rental

(1) Operations. With approval from the Service, the Concessioner may provide recreational services and equipment rental within the Concession Facilities.

(2) Prior to offering equipment for rent, the Concessioner must submit product information to the Service for approval.

(3) Standards. See the NPS Commercial Services website for Recreational Equipment Rental service standards.

(4) Exclusions. The following minimum operating standards do not apply to this contract.
(a) Standard 29. The Service does not authorize the Concessioner to rent camping equipment.

7) REPORTING REQUIREMENTS

A) Concessioner Reports

The Concessioner must provide the Service with the following reports. The Concessioner must allow the Service and/or its designated representatives to inspect supporting documentation for all operational reports upon request.

(1) Management Listing. The on-site General Manager must provide the Service a list identifying the Concessioners key management and supervisory personnel by department, including their job titles, and office and emergency phone numbers prior to the first day of operations, and subsequently after significant revisions.

(2) Incident Reports. The Concessioner must immediately report the following to the USPP at (202) 610-7500. In addition, according to the schedule included in the Summary of Initial and Recurring Due Dates at the end of this Operating Plan, the Concessioner must submit to the Service an annual report outlining these incidents:
(a) Any fatalities or visitor-related incidents which could result in a tort claim to the United States
(b) Property damage estimated to be over $500
(c) Employee or visitor injuries requiring more than minor first aid treatment
(d) Any fires
(e) Any motor vehicle accidents
(f) Any incident that affects the Area’s resources
(g) Any known or suspected violations of the law

(3) **Human Illness Reporting.** The Concessioner must promptly report to the Area’s Concessions Management Analyst information on all human communicable illnesses. The Public Health Service Sanitarian must inspect this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. The Concessioner must make initial reports by telephone to the Concessions Management Specialist at 703-289-2522 and the U.S. Public Health Service at 202-619-7070.

(4) **Hazardous or Non-hazardous substance spills**
   (a) The Concessioner must immediately report spills to the USPP at 202-610-7500
   (b) In addition, within 24 hours, the Concessioner must report spills to the following:
      - NPS Chief of Resource Management: 703-289-2515
      - National Response Center: 800-424-8802
        EPA Region 3, 24-hour hotline: 215-814-5000
      - State and local regulatory agencies:
      - NPS Concessions Management Specialist: 703-289-2522

(5) **Certificates of Insurance.** The Concessioner must provide annual updated statements and certificates of insurance according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan and in accordance with the Contract. The Concessioner shall deliver copies of the full insurance policies to the Service upon request.

(6) **Survey and Visitor Response Data.** The Concessioner must submit surveys in advance for Service approval according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must provide to the Service all customer satisfaction data collected by third parties according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(7) **Visitor Comments.**
   (a) The Concessioner must provide tabulated summaries of all visitor comments to the Service, according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
   (b) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service’s program when it is available. At that time, the Concessioner must discontinue any comment card or on-line/electronic program it maintains to solicit visitor feedback directly. The Service will provide results from this program to the Concessioner.

**B) Operational Reports by Use**

(1) According to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan, the Concessioner must submit a monthly operational report according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan. The report must include all operational statistics for the individual Concession Facilities, as noted in this section.

(2) According to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan, the Concessioner must submit an annual summary report. The annual summary operational report must match Schedule M in the (audited) Annual Financial Report. The Concessioner must present this data in a concise, electronic spreadsheet form.
(3) Marina
  (a) Number of wet storage spaces available and rented, by type, size, average daily, weekly, or monthly rate, and associated revenues by wet slip size.
  (b) Boat Rental
    i) Number of rental watercraft available and rented, by type and size
    ii) Revenue by type and size
    iii) Average length of rental period, by type of watercraft
    iv) Average daily, weekly, or monthly rate
    v) Turn away demand by type of boat, date and reason (e.g., sold out, specified equipment not available, rate resistance)
  (c) Available and occupied dry storage spaces and associated revenues
  (d) Number of Marina employees
  (e) Number of boat power washes

(4) Food and Beverage
  (a) For each of the Family Casual Dining, Fast Casual Dining, and Bars/Cocktail Lounge outlets, number of covers served by meal period by location, with corresponding revenues and average check amount per cover.
  (b) Number of seats and total square footage of seating area.
  (c) Number of Food and Beverage employees

(5) Retail
  (a) Revenue by merchandise category (e.g., gifts and souvenirs, boating supplies, convenience, apparel)
  (b) Average Retail check
  (c) Number of transactions
  (d) Number of Retail employees

(6) Fuel
  (a) Number of gallons, fuel type, and revenue.

(7) Other
  (a) Vending revenue per month
  (b) Sailing School sessions: number and types of sessions, lesson participation, total revenues received by type of session
  (c) Any other revenue per month
  (d) Total number of permanent full-time employees, and number of part time or seasonal employees.

C) Concessioner Financial Reporting
In addition to the Annual Financial Report (AFR) required in the Contract, the Service requires the following financial reports. For these reports, the Service desires that the Concessioner develop a format based on currently accepted accounting practices. Each revenue-producing department (i.e. overnight accommodations, food and beverage, retail, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The Service and Concessioner must agree upon the report format at the inception of the Contract.

(1) Annual Budget. A budget including detailed utilization, revenue and expense projections, submitted according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

(2) Financial Forecast. A pre-season financial forecast for each business activity compared to annual budget according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
(3) **Annual Statement of Component Renewal Reserve Fund.** According to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan, the concessioner must submit a summary of Reserve Fund activity for the preceding year. The summary should include monthly deposits, a brief description of the projects on which reserve funds were spent, and the year-end balance in the Reserve Fund.

(4) **Monthly Payments Report.** According to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan, and as part of the monthly reporting, the Concessioner must submit the Franchise Fee and Component Renewal Reserve deposit made from the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

D) **Risk Management and Environmental Management Reports**

The Service requires various periodic or incidental reports to meet Risk Management and Environmental Management requirements.

(1) **Risk Management Program Reporting.** This Operating Plan outlines accident reporting and other requirements.

(2) **Environmental Management Program Reporting.** The Contract specifies environmental reporting requirements.

8) **SUMMARY OF INITIAL AND RECURRING DUE DATES**

The following page summarizes the reporting responsibility of the Concessioner.

<table>
<thead>
<tr>
<th>Title</th>
<th>Schedule</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee/volunteer handbook</td>
<td>Initial/As Updated</td>
<td>Within 60 days of the Contract’s effective date. Updates require a 45-working-day Service review period.</td>
</tr>
<tr>
<td>Manager List</td>
<td>Initial/As Updated</td>
<td>Prior to the first day of operations, and as updates occur</td>
</tr>
<tr>
<td>Contact Information List</td>
<td>Initial/As Updated</td>
<td>Within 30 days of the effective date of the Contract, and as updated</td>
</tr>
<tr>
<td>Fire Prevention Plan</td>
<td>Initial</td>
<td>Within 120 days of the Contract’s effective date</td>
</tr>
<tr>
<td>Crime Prevention/Security Program</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Retail Products for Sale</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Sailing School Standard Operating Procedures</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Temporary Food and Beverage Service (Alternative Food Service) Proposed Offerings, Schedule, and Location of Operation</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Recreational Services and Equipment Rental Offerings</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Marina Operating Rules and Policies</td>
<td>Initial/As Updated</td>
<td>No later than 120 days of the Contract’s execution date, and when updated</td>
</tr>
<tr>
<td>Customer Satisfaction Surveys</td>
<td>Initial/As Updated</td>
<td>Within 90 days of the Contract’s effective date, and when updated</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Initial/Annual</td>
<td>Within 120 days after the Contract’s effective date; updates due by December 31 of each year.</td>
</tr>
<tr>
<td>Structural Fire Inspection</td>
<td>Initial/Annually</td>
<td>Within 30 days after Contract’s effective date; by October 1 of each year thereafter.</td>
</tr>
<tr>
<td>Annual Rate Request</td>
<td>Annually</td>
<td>60 days prior to anticipated implementation date</td>
</tr>
<tr>
<td>Title</td>
<td>Schedule</td>
<td>Due Date</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Environmental Management Program Concessioner self-assessment (Environmental Report)</td>
<td>Annually</td>
<td>December 31 of each year</td>
</tr>
<tr>
<td>Annual Financial Report</td>
<td>Annually</td>
<td>Not later than 120 days after the last day of the Concessioner’s fiscal year.</td>
</tr>
<tr>
<td>Statement of Component Renewal Reserve Fund</td>
<td>Annually</td>
<td>Not later than 120 days after the end of the Concessioner’s accounting year.</td>
</tr>
<tr>
<td>Signs and Changes to Signs</td>
<td>Initial/As Updated</td>
<td>Within 30 days after Contract’s effective date and as updated</td>
</tr>
<tr>
<td>Advertising and Promotional Materials</td>
<td>As Updated</td>
<td>15 days prior to publication, distribution, broadcast, etc.</td>
</tr>
<tr>
<td>Use of the Mark</td>
<td>Initial/As Updated</td>
<td>Within 30 days of Contract’s effective date and as updated</td>
</tr>
<tr>
<td>Certificates of Insurance</td>
<td>Initial/ Annual</td>
<td>At the time insurance is first purchased and annually thereafter.</td>
</tr>
<tr>
<td>Schedule of Operations</td>
<td>As Updated</td>
<td>14 days prior to implementing change of schedule</td>
</tr>
<tr>
<td>Slip Renter’s Agreement</td>
<td>Initial/As Updated</td>
<td>Prior to first day of operation and at least 30 days prior to annual implementation.</td>
</tr>
<tr>
<td>Dry Storage Space Renter’s Agreement</td>
<td>Initial/As Updated</td>
<td>Prior to first day of operation and at least 30 days prior to annual implementation.</td>
</tr>
<tr>
<td>Vessel/Equipment Rental Agreement</td>
<td>Initial/As Updated</td>
<td>Prior to first day of operation and at least 30 days prior to implementation of a change.</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation</td>
</tr>
<tr>
<td>Component Renewal Reserve Fee</td>
<td>Monthly</td>
<td>By the 15th day of each month</td>
</tr>
<tr>
<td>Visitor Use/Operational Reports</td>
<td>Monthly</td>
<td>By the 15th day of each month of operation</td>
</tr>
<tr>
<td>Visitor Comments</td>
<td>Monthly</td>
<td>By the 15th day of each month of operation</td>
</tr>
</tbody>
</table>

Approved effective ______________________, 20___