

**EXHIBIT A****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 Point Reyes 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.

## 2) DEFINITIONS

**Service Policy.** The directives, polices, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior of the Department of the Interior or National Park Service official to whom appropriate authority had been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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

### Concessioner

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

- (1) Designate an on-site General Manager who has the following authority. In the absence of the General Manager, the Concessioner must designate an acting General Manager.
  - (a) Authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
  - (b) Employs a staff with the expertise and training to operate all services required and authorized under the Contract;
  - (c) Authority to act as a liaison in all concession administrative and operational matters within the Area; and,
  - (d) Responsibility for the Concessioner's implementation of the Service's policies and directives.

### Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services. The Service will provide a current list to the Concessioner with all appropriate points of contact.

## 4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operations

- (1) *Minimum Operating Schedule.* The Concessioner must provide the required services for Area visitors 365 days a year. Concessioner staff must be present onsite at all times the Concession Facilities are in operation. By January 31 of each year, the Concessioner must submit a written schedule of operating hours for the Concession Facilities for the next calendar year for the Service's approval prior to implementation. The Concessioner must post the hours of operation in prominent locations onsite and online and must follow the minimum hours of operation unless it requests changes and receives written approval from the Service in advance of all

changes. The Service will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate. The Service will set these dates and provide reasonable notice to the Concessioner.

- (2) *Emergency Operations.* For “after hours” emergencies, the Concessioner must post in all facilities a prominently displayed phone number and location of the nearest telephone as well as other relevant instructions.
- (3) *Annual Meetings.* The Service will hold an annual meeting with the Concessioner (and any site representatives) and Service staff to review the Operating Plan and to discuss planned operations for the following year and review of the previous year by December 1. At the meeting, the Service may present projects with the potential to affect the concession operations. The Service and Concessioner will jointly determine the meeting dates.

## **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the methodologies has the same meaning as set out in the National Park Service Concession Management Rate Administration Guide (“Rate Administration Guide”), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the [NPS Commercial Services website](#).
  - (a) Lodging. The Concessioner must determine overnight accommodations rates based on the Service’s Competitive Market Declaration (“CMD”) guidelines.
  - (b) Retail. The Concessioner must determine its convenience items and other retail prices in accordance with CMD or the Manufacturer Suggested Retail Price (“MSRP”).
  - (c) All Other Rates. The Concessioner must determine rates for all other required and authorized services based on CMD.
- (2) *Condition of Items.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item. This should not be construed to condone shortages or “running out” of items on a regular basis and should be used only in unavoidable situations.

## **C) Purchasing**

- (1) *Environmentally Friendly Products.* The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (2) *Local Purchasing.* The Service encourages sourcing and purchasing of local products, where feasible.

## **D) Evaluations**

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor Concession Facilities and services pursuant to Applicable Laws, including the Service’s policy and standards on the following: authorized rates, life and safety, public health, environmental management, impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract and its Exhibits, and other operational performance requirements. Particular inspection and testing requirements are described in other sections of this Operating Plan. The Concessioner must conduct inspections and monitoring in accordance with its own plans and procedures and develop and implement corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate concessioner performance in accordance with the NPS Concessioner Review Program as described in Service Policy. The Service uses the results of these evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate

the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.

- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating*. The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes an overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the following Contract compliance criteria: timely submission of the Annual Financial Report; timely and accurate payment of franchise fees; and timely submission and accurate coverage of general liability, automobile, and workers compensation insurance.
  - (b) Operational Performance Report. The Operational Performance Report and rating collates the individual periodic evaluations scores and weights them if necessary.
  - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with Public Health Service procedures based upon the U.S. Food Code and other applicable public health standards.
  - (d) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation, and rating, considers compliance with the Service risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. Results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation a component of Periodic Evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating will consider performance with the Service environmental 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) Asset Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's asset management program. This evaluation and rating will consider performance maintaining Concession Facilities as defined in the Contract including the Maintenance Plan and will be a component of the Periodic Evaluations.
- (4) *Other Service Audits and Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third party evaluator, including but not limited to the following.
  - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession facilities and operations with respect to environmental compliance and Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
  - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion over the throughout the Contract term but will contact the location manager at the time of facility

inspections so that a representative of the Concessioner may accompany the Service evaluator.

- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
- (5) *Other Inspections*. The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

## **E) General Policies**

### (1) *Facilities Use*

- (a) Authorized Use. Concession Facilities may not be used 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. Quiet hours are from 10:00 p.m. to 6:00 a.m. within all Concession Facilities.
  - (c) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at [Director's Order 50D](#).
- (2) *Overbooking*. The Concessioner must not overbook facilities or services, unless there is a comparable or superior service or facility available. The Concessioner must provide the comparable or superior service or facility at the same price at the original booking price. The Concessioner may implement a waiting list system, pursuant to which the visitor is not guaranteed, nor charged for, a reservation until a service or facility is confirmed as available.
  - (3) *NPS Checkout Counter Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [NPS Checkout Counter Program](#) found on NPS Commercial Services website.
  - (4) *Lost and Found*. The Concessioner must establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures must conform to [Directors Order \(DO\) 44](#), [Personal Property Management Information Notice 05-01](#) and [41 C.F.R. §101.48](#).
  - (5) *Telephone Services (Authorized)*. The Concessioner must not remove or add public pay phones within the assigned areas without the Superintendent's written approval. Public phones must be kept in working order. Out-of-Order signs must be posted by the Concessioner with a computer-generated sign directing visitors to the nearest working unit.
  - (6) *Vehicles Used in Connection with Operation*
    - (a) Licensing, Insurance, Maintenance, and Registration
      - The Concessioner must properly register, license, insure, and maintain all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
      - The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes, and painting must take place outside the Area.
    - (b) Identification. The Concessioner must identify Concessioner-owned vehicles with the Concessioner's name and logo. The Concessioner must use lettering no larger than three and one half inches in height.
    - (c) Abandoned Vehicles. The Concessioner must notify the Service of abandoned vehicles within its land assignment, including employee vehicles. Vehicles must be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take the necessary steps to remove abandoned property in a timely manner.

1. Deliveries. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (7) Interactions with Wildlife
- (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
  - (b) The Concessioner must include proper signage regarding leaving unattended food on any outdoor table within the Concession Facilities.
  - (c) Food storage, trash, recycling, and composting facilities must be bird and animal-proof.
  - (d) Preventive measures must be in place to limit exposures to Hantavirus and other transmittable diseases. The Concessioner must make all buildings and other structures wildlife resistant and pest-proof, per standards described in Technical Bulletin: <https://www.nps.gov/subjects/concessions/upload/Animal-Intrusion.pdf>.
  - (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.
- (8) *Signs and Labels*. The Concessioner must use professionally made signs and securely install them (they may not be taped or stapled to surfaces). The Concessioner must obtain Service approval for all exterior signs prior to use or installation.
- (9) *Visitor Comments*. The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
- (a) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
  - (b) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
  - (c) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due by the 15th of the month following receipt, and the annual report is due on January 31. The Concessioner must provide individual comments upon request.
  - (d) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
  - (e) 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.

**F) Human Resource Management**

- (1) *Employee Identification*. At a minimum, the Concessioner must issue all employees an employee identification badge that includes their name. The Concessioner must collect this badge upon termination of employment or at the end of the season for seasonal employees.
- (2) Employee housing is only allowed within assigned buildings. Employee housing in assigned buildings must be maintained in a safe and sanitary condition.
- (3) Employee Hiring Procedures
  - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure that excellent-quality visitor services are provided. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, housing conditions, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must meet all applicable requirements of the Department of Labor.
  - (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse.
    - The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position such as one with access to room keys, 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.
    - Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Service's Dispatch Office.
  - (c) Harassment Free Work Environment. The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace, procedures for addressing complaints, and conduct educational program(s) for its employees to deter sexual harassment and a hostile workplace environment.
  - (d) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an individual if they show any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
  - (e) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid operator's license for the size and class of vehicle being driven.
  - (f) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Service's written approval.
- (4) *Training*. The Concessioner must submit a Training Plan to the Service that specifies how employees are trained in appropriate hospitality, customer service skills, and Area-specific rules and regulations. The Concessioner must make area cross-training available, including an orientation session at the beginning of the summer. The Concessioner must devote part of this training to the importance of the roles played by the Service and the Concessioner in providing accurate information and high-quality service to visitors.
  - (a) Environmental and Risk Management. The Concessioner must provide training in environmental and risk management to employees in accordance with the Concessioner's Environmental Management Program, Risk Management Plan, and as required by Applicable Laws.

- (b) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the Service to improve the methods of preparing and presenting effective interpretive information. The terms “interpretive” and “interpretation” mean messaging and communications to visitors relaying the purpose and significance of the Area.
  - (c) Employee Knowledge. Employees must demonstrate their knowledge of cultural and natural resources in the Area and about the Service, its mission, and values. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.
  - (d) Area Training. The Concessioner must encourage employees to attend any Service-sponsored training relating to Concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner must pay employees their standard wages for attending Service-sponsored training.
- (5) *Employee Handbook*. The Concessioner must provide all employees with a copy of the Concessioner’s employee handbook, which must specifically identify the policies and rules of the Concessioner and applicable regulations of the Service. Whenever updated, the Concessioner must provide a copy of all employee handbooks to the Service for a 30-day review prior to distribution to employees.
- (6) *Employee Responsibilities*. The Concessioner must require that its employees adhere to all Federal and State laws while in the Area including, but not limited to, use or possession of illegal substances, and criminal activity. The Concessioner should emphasize that Federal law applies in the Area with respect to marijuana use. The Concessioner must formally inform employees and potential employees that any individuals required to register with the county sheriff’s office in accordance with applicable California Statutes, must also register with the Chief Ranger’s Office.
- (7) *Possession of Firearms*
- (a) The Concessioner is responsible for determining how it will interpret and implement federal and state of California firearm possession laws in regard to its visitors. The Concessioner should consult the applicable state attorney general’s office with regard to relevant state firearms laws as well as Service Visitor and Resource Protection staff.
  - (b) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of California firearm possession laws in regard to its operation for review and approval **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession in regard to concession activities.
  - (c) Concessioner employees must not possess firearms while on duty or within structures in the Area. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner’s general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.
- (8) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

## 5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate in accordance with the operating standards as provided on the [NPS Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The

applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

### B) Hostel Accommodations

(1) *Exemptions or Additions to the Hostel Lodging Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
4	Parking	Addition	The Concessioner is not assigned exclusive use for its customers.
33	Internet	Addition	The Concessioner must provide wireless internet for hostel lodging guests; the Concessioner may provide paid or free wireless internet to non-hostel lodging visitors.
34	Ice/Vending	Addition	Vending machine design and color must complement the aesthetics of the building and surroundings. The Concessioner must provide recycling and/or trash containers at these locations as approved by the Service.
35	Fireplaces	Exemption	Not applicable
71	Availability	Addition	The Concessioner may accept reservations on a rolling basis up to 12 months in advance.
74	Deposits	Addition	The Concessioner must submit its deposit policy by January 31st annually for Service approval.
75	Cancellation	Addition	The Concessioner must submit its cancellation and refund policy by January 31st annually for Service approval.

### C) Retail (Authorized)

(1) *Minimum Operating Standards.* If the Concessioner provides retail service, it must be provided in accordance with the Retail Standards (10-RET).

(2) *Exemptions or Additions to the Retail Standards.* Where service standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-10	Facility – Exterior	Exemption	Exterior areas are evaluated under other services.
11-28	Public Areas – Interior	Exemption	Interior areas are evaluated under other services.
29-36	Safety	Exemption	Safety is evaluated under other services.
37-42	Perishable Food Storage, Preparation, and Service Areas	Exemption	These standards do not apply.

### D) Interpretive Services

(1) *Non-Personal Interpretive Items.* The Concessioner must actively pursue a non-personal interpretive program. The Concessioner must explore a wide array of methods for conveying interpretive messages, approved by the Service, to visitors on Area-related themes and topics such as resource protection, stewardship, appreciation of Area values, and Service goals. 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.

- (2) *Locations*. The Concessioner must make available appropriate areas within the Concession Facilities, both interior and exterior locations, to provide Area interpretive and safety messages in various media, including bulletin boards and kiosks.
- (3) *Additional Programs (Authorized)*. The Concessioner may choose to provide additional interpretive guide programs. A written plan must be submitted to the Service prior to implementation with the following: a basic description of topics to be covered, number and frequency of programs, proposed advertisement and publicity, fees, and the scope of employee training. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to Park themes, as described. Should the Concessioner provide interpretive guide programs the Concessioner must provide a Service approved Acknowledgement of Risks form to its clients.

**E) Membership Services**

The Concessioner may choose to provide Membership Services. Prior to implementation, the Concessioner must submit for approval a written plan for how the services are administered and promoted.

**F) Special Events**

The Concessioner may host special events with prior written approval from the Superintendent. The Concessioner must submit its request to host a special event with sufficient details about the event at **least 60 days before the event** is scheduled to take place. The Concessioner may need to complete a Special Use Permit application.

**G) Employee Housing**

- (1) *Minimum Operating Standards*. The Concessioner must provide employee housing in accordance with the Employee Housing Standards (10-EHO).
- (2) *Exemptions or Additions to the Employee Housing Standards*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
4	Parking	Addition	The Concessioner does not have an exclusive right to any parking spaces. Concession employees must wash all their vehicles outside the Area. If any "spot" washing is done within the Area, employees must use a bucket and sponge, not a hose. Concession employees must not store vehicles or equipment within the Concession Facilities.

**6) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") **within 60 days of the effective date of the Contract** in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial services website](#) under Concessioner Tools. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan). The Concessioner must review and update the EMP at least annually to comply with Applicable Laws, and reflect any changes in facilities, operations, roles and responsibilities or processes within the EMP, and submit updates no later than **January 31**.

**7) RISK MANAGEMENT PROGRAM**

**A) Risk Management Plan**

The Concessioner must develop, maintain, and fully implement its own Risk Management Program in accordance with Service Risk Management Program Standards for Concessioners located on the [NPS Commercial Services website](#) under Concessioner Tools. The Concessioner must submit its initial plan to the Service **within 120 days of the effective date of the Contract** and must submit any revisions by **January 31** of each following year thereafter. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

**B) Emergency Response**

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment and maintain it in good condition. The Concessioner must provide these plans to the Service upon request.

**8) UTILITY RESPONSIBILITIES****A) Concessioner**

- (1) Wastewater management is provided by a septic system; the Concessioner is responsible for operation and maintenance of this system.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service and pay these providers directly.
- (3) The Concessioner must promptly pay its creditors, including but not limited to those creditors that the Concessioner owes amounts in connection with services within the Area such as: refuse collection, telephone, or any other utility or service, whether made to governmental authority, public, or community service company.
- (4) 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.
- (5) *Utility Add-On.* The Service has not approved a utility add-on for this Contract.

**B) Service**

- (1) The Service provides water and trash pickup services to the Concession Facilities and bills the Concessioner for the services.
- (2) The Service bills the Concessioner in accordance with Applicable Laws, including without limitation, the Service's policy, including DO 35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service reviews operating costs for utility systems and services annually and will notify the Concessioner in writing 90 days before new rates for the upcoming year become effective, in accordance with DO 35B.

**9) PROTECTION AND EMERGENCY SERVICES****A) Law Enforcement**

- (1) *Concessioner Personnel.* 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 or to carry firearms.
  - (a) The Concessioner may be required to provide security guards during periods of vandalism, break-ins, thefts, etc., at Concession Facilities.
  - (b) The Concessioner must secure buildings, equipment, and facilities assigned to it under the Contract.
  - (c) The Concessioner must immediately report to the Service any observed violations of the law.
- (2) *Service*
  - (a) The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide year-round law enforcement patrols of the Area.
  - (b) The Service handles all violations of Federal, State, County, or Service regulations or policies. State or County officials may be called to assist in some matters, but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.
  - (c) The Concessioner must report all emergencies to the Service by telephoning 911.

## B) Structural Fire Protection

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. The Marin County Fire Department, the Service, and the Concessioner will provide joint fire response concerning Concession Facilities, with primary responsibility lying with the Marin County Fire Department.

- (1) *Concessioner Responsibilities*. The Concessioner must comply with all Applicable Laws related to the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training including OSHA and National Fire Protection Association (NFPA) standards and RM-58. To ensure compliance with its fire program responsibilities, the Concessioner must designate a Structural Fire Manager.
  - (a) Plans and Procedures. The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR 1910.39. This plan must be made available by the Service upon request. The Concessioner's structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.
  - (b) Inspection, Testing, and Maintenance. The Concessioner must conduct fire prevention equipment and system inspection, testing, maintenance, and repairs. These must address fire extinguisher requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72, and emergency lighting and illuminated exit signs under NFPA 101. Inspections must include an occupancy inspection covering building interiors and exteriors **within 30 days of occupancy** for new facilities.
    - The Concessioner must use a licensed fire professional for inspection, testing, maintenance, and repair. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the State.
    - Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections.
    - The Concessioner must maintain written records verifying the completion of such inspections through the period of the contract and must provide the records to the Service upon request.
    - The Concessioner must promptly complete repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means.
  - (c) Training and Fire Drills. The Concessioner must conduct applicable fire prevention awareness training for staff including fire drills and portable fire extinguisher training.
- (2) *Service Responsibilities*
  - (a) 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 evaluations so that a representative of the Concessioner may accompany the Service evaluator.
  - (b) The Service provides and maintains hydrants within the Area.

## C) Emergency Medical Care

- (1) *Service Response*. The Service is the entity that provides initial emergency medical services in the Area, but other First Responders may be Marin County Fire Department or Marin County Sheriff.
- (2) *First Aid*. The Concessioner must maintain basic first aid supplies at all Concession Facilities.
  - (a) Training. An employee certified in standard First Aid must be staffed at the Hostel during operating hours. The Service encourages the Concessioner to allow employees to attend emergency medical training, including CPR and First Response courses.
  - (b) Automated External Defibrillator. The Concessioner must provide and maintain automated external defibrillators (AEDs) in a central location for public use at all hours during facility operation. All manager-on-duty staff, "lead" supervisory personnel, lodging front desk employees, and security positions must be certified in the proper use of AEDs.

(3) *Emergency Reporting Requirements.* The Concessioner must train all Concessioner employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location). The Service will dispatch Rangers and emergency personnel as needed. The Service will investigate all visitor and employee accidents which require medical attention.

- (a) Life-threatening emergencies (or unknown status): 911
- (b) Non-emergencies: call Service Dispatch at: (702) 293-8998

## 10) PUBLIC RELATIONS

### A) Required Notices

The Concessioner must post the following notices 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  
Point Reyes National Seashore  
1 Bear Valley Road  
Point Reyes Station, CA 94956  
pore\_superintendent@nps.gov*

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

### B) Public Statements

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

### C) Use of the National Park Service Authorized Concessioner Mark ("Mark")

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which 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." The Concessioner must comply with the guidelines for use of the Mark as provided on the [NPS Commercial Services website](#) under Concessioner Tools

### D) Advertisements, Promotional Material, and Social Media

- (1) *Approval of Promotional Material.* The Concessioner must obtain approval from the Service for all promotional and public information material, including website information, prior to publication, distribution, broadcast, etc. The Concessioner must contact the Service at least **30 days prior** to projected use or publication to establish specific time frames for each project review. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Service may require the Concessioner to remove unapproved material from circulation. The Concessioner's website must link to the Service website.
- (2) *Social Media Postings, Comments, Photos and Other Social Media Content.* Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, the Concessioner, or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive, or irrelevant.

The Concessioner must provide the layout and general content of the social media site for Service approval **two weeks prior** to making the site accessible to the public.

- (3) *Material*. The Concessioner should publish all advertisements and promotional material on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also recommended.
- (4) *Statements*
  - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Point Reyes National Seashore: *"(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name)."*
  - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit B (Nondiscrimination).

## 11) VOLUNTEERS IN PARKS PROGRAM

The Concessioner must permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the program and how to participate is available on the [National Park Service public website](#).

## 12) REPORTING REQUIREMENTS

### A) Concessioner Operational Reports

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

- (1) *Employee and Management List*. The Concessioner must provide to the Service a current list of all employees, identifying the managers or other key points of contact and if employees are seasonal or full-time. This list must include job titles and a contact number. The Concessioner must provide this information by **January 31** and update when changes occur.
- (2) *Incident Reports*. The Concessioner must immediately report the incidents listed below through Service Dispatch at (702) 293-8998.
  - (a) Any fatalities and any visitor-related accidents/incidents that could result in a tort claim to the United States or the Concessioner.
  - (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 Area resources.
  - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or guests, to the Service Dispatch at (702) 293-8998 as well as the Superintendent's Office at pore\_superintendent@nps.gov. This information, along with other information received, may be inspected by the U.S. Public Health Service's consultant or representative to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. A suspected outbreak of human illness is two or more persons with common symptoms. Initial reports may be made by telephone.
- (4) *Hazardous Substance Spills*. The Concessioner must immediately report hazardous substance spills to Service Dispatch at (702) 293-8998.

The Concessioner must also call the following numbers:

- (a) National Response Center: 1-800-424-8802
- (b) EPA: Region 9 24-Hour Hotline: (866)-EPA-WEST or (415) 947-8000

- (c) California Office of Emergency Services (Cal OES) State Warning Center: (800) 852-7550
- (d) Marin County Department of Environmental Health Services: (415) 473-6907
- (5) *Certificates of Insurance*. The Concessioner must provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract. The Concessioner should ask their insurance provider to update their replacement costs every year and should include demolition and removal costs. Concessioners should have replacement cost policies rather than actual cash value (ACV) policies.
- (6) *Survey and Visitor Response Data*. Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Service. All customer satisfaction data collected by a third party that is provided to the Concessioner must be provided to the Service **within 14 days of receipt**.

## **B) Operational Reports by Use**

The Concessioner must provide all operational statistics in a monthly Concessioner operational report due by the **15th day of the following month** and provide an annual summary report no later than **January 31**. The Concessioner must present this data in a concise spreadsheet form. NOTE: The Concessioner must prepare separate reports with the following information for the specified concession service:

- (1) *Hostel Lodging (for each Concession Facility)*
  - (a) Beds available, beds occupied, out-of-order bed count.
  - (b) Average daily room rate by location, revenue per available room (RevPAR).
  - (c) Market segmentation (i.e., individual leisure, tours, group, conference).
  - (d) Total guest count.
  - (e) Average length of stay.
  - (f) Turn away demand for days during that month and reasons.
- (2) *Retail*
  - (a) Number of transactions.
  - (b) Average transaction amount.

## **C) Concessioner Financial Reports**

In addition to the Annual Financial Report (AFR) required in the Contract, the Service also requires the following financial reports, which must be developed and completed based on currently acceptable accounting practices, for each revenue-producing department (e.g., lodging, food and beverage, retail, etc.) and must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The Concessioner and the Service will agree on the report format at the inception of the Contract

- (1) *Annual Budget*. A budget including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (2) *Financial Forecast*. A pre-season financial forecast for each business activity compared to annual budget. Format to be pre-approved and due date to be determined by Service.
- (3) *Monthly Franchise Fee Report*. By the **15th of the month** as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

## **D) Other Reporting**

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding park visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data*. The Service may request the Concessioner provide data to display availability and occupancy information and potentially provide booking data through

platforms other than the Concessioner's reservation system such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

### 13) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

Title	Schedule	Due Date(s)
Annual Financial Report	Annual	120 days after the fiscal year end
Balance Sheet	Initial	Within 90 days of Contract effective date
Budget	Annual	January 31
Certificate of Insurance	Annual	30 days after renewal
Employee and Management List	Annual	January 31; as changes occur
Employee Handbook	Annual	30 days prior to release
Environmental Management Plan	Initial, Annual	Within 60 days of Contract effective date; January 31
Fire and Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; January 31
Financial Forecast	Annual	January 31
Franchise Fee Report	Monthly	15 <sup>th</sup> day of the following month
Operational Reporting by Use	Annual, Monthly	January 31; 15 <sup>th</sup> of the following month
Promotional Material	As Necessary	At least 30 days prior to projected need
Risk Management Plan	Initial, Annual	Within 120 days of Contract effective date; January 31
Survey and Visitor Response Data	As Necessary	Within 14 days of receipt
Visitor Satisfaction and Monitoring Plan	Initial	Within 30 days following the effective date of this Contract
Visitor Complaints	As Necessary	Upon receipt
Visitor Comments Summary	Monthly and Annually	By the 15 <sup>th</sup> of the month following receipt, and annual summary by January 31

**Note:** Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

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