

EXHIBIT A

OPERATING PLAN

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I. 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.

1) DEFINITIONS

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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must comply with the following requirements:

- (1) *General Manager.* The Concessioner must designate an on-site General Manager who has the following authority. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and the services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services required and authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) *Contact Information.* The Concessioner must provide a contact information list to the Service identifying key concession management and supervisory personnel including job titles and all other appropriate points of contact **on or before the Contract effective date** and must update the list as changes occur.

B) The Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of Concessioner services, Concession Facilities, San Francisco Embarkation Site, and review and approval of rates charged for all services.

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

3) **GENERAL OPERATING STANDARDS AND REQUIREMENTS**

A) **Schedule of Operations**

- (1) *Minimum Operating Schedule.* The Concessioner must provide the required minimum services seven (7) days per week during the operational period. The operational period begins by April 1 OR when the tributary on the entrance road stops flowing until November 1. The camp may open earlier if the season is dry and there is no flow in the creek prior to April 1, and may operate beyond November 1, with prior notification and approval from the NPS consistent with Section 3. A. (2). The camp is not allowed to operate when water is flowing in the tributary crossing on the road to the camp. The minimum operating hours are 11:00 a.m. – 5:00 p.m. The Concessioner may operate more days or hours beyond these minimums should it choose.
- (2) *Schedule Approval and Changes.* The Concessioner must contact the Service at least one (1) week prior to opening and closing with actual dates and hours of operation.
- (3) *Temporary Suspension of Services.* The Service may close the horse camp in emergencies necessary for the protection of the public or Area resources. Additionally, during periods of fire or natural disaster, public health emergencies, or any other visitor safety or resource management concern, certain trails may be closed. During such times, the Area's Chief Ranger will meet with the Concessioner to discuss effects to the concession operation.

B) **Rate Determination and Approval Process**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provision of 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 specified methodologies has the same meaning as that 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 this Operating Plan. A copy is available on the [NPS Commercial Services website](#).
 - (a) *Horse Camp.* Rates for the horse camp will be based on Competitive Market Declaration.
- (2) *Annual Rate Changes.* It is the responsibility of the Concessioner to notify the Service of any major changes in rates once approved under a Competitive Market Declaration.
- (3) *Approved Rate Posting.* The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (4) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates, except as described in the Rate Administration Guide.

C) **Purchasing**

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

D) **Evaluations**

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; in compliance with the Contract

- including all of its Exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service may evaluate the Concessioner's services and facilities, including all Concession Facilities, and to the extent provided for under Section 8(d) of the Contract to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service has the right to enter the Concession Facilities, and to the extent provided for under Section 8(d) of the Contract, the San Francisco Embarkation Site, for the purpose of performing inspections.
- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of the Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner must be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service may determine and provide the Concessioner by April 1 an Annual Overall Rating Report based on the Service evaluations for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Risk Management Program Evaluation Report, Environmental Management Program Evaluation Report, and Asset Management Program Evaluation Report.
- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance.
- (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
- (c) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
- (d) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating considers compliance with the Service environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (e) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform

periodic interior and exterior asset management inspections of all Concession Facilities and San Francisco Embarkation Site in accordance with its documented Asset Management Plan.

- (4) *Other Audits or 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 operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
 - (b) Integrated Pest Management Inspections. 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.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must use the Concession Facilities for activities or services that directly and exclusively support the services required and authorized by the Contract unless the Concessioner obtains prior written permission from the Service.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).

(2) *Lost and Found.* The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Directors Order \(DO\) 44, Personal Property Management Information Notice 05-01, and 41 CFR 101-48](#).

(3) *Interactions with Wildlife.* The Service prohibits feeding of wildlife within the Area. The Concessioner must not encourage the feeding of wildlife at any facilities within its land assignment. The Concessioner and their employees will notify a Seashore Ranger immediately regarding any issues with wildlife.

(4) Vehicles Used in Connection with Operation

- (a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment used in operations under the Contract by the Concessioner or the Concessioner's employees, will be properly registered, licensed, insured and maintained in accordance with federal and state law and regulations.
- (b) Transportation Services. In the event passenger transportation incidental to the operation is conducted, the Concessioner must obtain all permits or licenses required by state and local governments, as applicable, to conduct transportation services. The Concessioner must operate in compliance with all pertinent Federal, State, and local regulations. Automobile insurance, in the amount stated in the contract, Exhibit F, Insurance Requirements, must be obtained and current. Certificates of Insurance must be submitted to the Seashore on an annual basis.
- (c) Concessioner Parking. All Concessioner-owned vehicles and Concession employee-owned vehicles will not be parked in a manner that impedes Service operations. The Concessioner will ensure that Area approved designated areas are used to park and store vehicles and equipment in a safe, organized manner.
- (d) Identification. Concessioner ground transportation will be discreetly identified with the Company name and logo. All lettering should be no larger than three and one half inches in height.

(5) *Visitor Comments.* The Concessioner must make Service-approved comment cards and electronic surveys available to visitors in order to measure service and quality standards, camping experience, pricing, and overall Area experience. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities and onboard all vessels.

- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services or Concession Facilities **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- (b) The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.

F) Human Resource Management

(1) Employee Hiring Procedures

- (a) Hiring Policies. The Concessioner must ensure appropriate background checks are performed on all employee hires and volunteers as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must inform employees and potential employees, in writing, of any employees required to register with a law enforcement agency in accordance with California Health and Safety Code 11590 (drug offenders) and California Penal Code 290 (sex offenders), and the Concessioner must ensure such employees required to register also register with the Service's Criminal Investigations Unit. The Concessioner must not hire an employee, or allow a volunteer to work, with any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Service, upon request, the type and status of background investigations conducted on employees and volunteers. The Concessioner must inform prospective employees and volunteers in advance of hire that this information may be made available to the Service. The Concessioner must implement a Drug Free Policy for all concession employees.
- (b) Driver Requirements. All drivers of vehicles used in providing services under the Contract must have a valid California operator's license for the size and class of vehicle being driven.
- (c) Service Employees. The Concessioner must not employ in any status a Service employee, their spouse, or a minor child without the Service's written approval.

(2) Training. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.

- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must articulate the policies and regulations of the Concessioner and Service. The Concessioner must provide a copy of the handbook to the Service within **sixty (60) days of the Contract effective date**, and when revised.
- (b) Job Training. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concession employees. These sessions shall stress work performance, including knowledge of stock, Area regulations, Concessioner's Environmental Management Program, and responsibilities for performing their duties. It also must include product and service presentation, cleanliness, employee attitudes, and Service philosophy and policy. Training must include the following, in addition to job-specific skills training:
 - *Specific Experience*. The Concessioner and employees will have experience with horses, and be able to provide visitors with information about veterinarians in the local area.
 - *Concessions Management and Area Specific Training*. The Concessioner must orient its managers to Service evaluation standards and rate policies, as outlined in the Concessions Management Guidelines. The Concessioner must provide Area specific training to all employees. The orientation will be given to Concessioner employees at the start of their employment, and refresher training given annually thereafter.
 - *Other Training*. Concession employees may be able to participate in interpretative training provided by the Service.

G) Possession of Firearms

- (1) 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.
- (2) 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.
- (3) Concessioner employees may not carry firearms while on duty. 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 may provide a written response to the Concessioner.

4) 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](#) 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.

A) Horse Camp Operations

- (1) *Minimum Operational Standards.* The Concessioner must provide horse camp service in accordance with the Campground Standards (10-CAM). This information is found on the [NPS Commercial Services website](#).
- (2) *Exemptions from or Additions to the Campground 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
9	Trash/Recycling	Addition	All trash, garbage and litter must be disposed of in wildlife proof trash receptacles or recycle containers.
47	Campground Roads	Addition	The horse camp is bisected by the Rift Zone Trail. The Concessioner must maintain a clear and unobstructed ten foot wide corridor so that the trail is passable for hikers and equestrians on the trail passing through the horse camp.
49	Site Markings	Addition	Campsite locations must follow the fence marked setback from Olema Creek and 30 feet from its tributaries.
55	Grills/Fire Pits	Addition	Campfires are permitted only within the designated fire rings and cooking grills.
66	Availability	Addition	The Concessioner will use a centralized method of receiving and managing reservations for all camping sites.
68	Confirmation	Addition	Concessioner must provide written information regarding the recommendation to feed all horses certified weed-free feed a minimum 48 hours before entering the Area and throughout their stay.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
75	Registration	Addition	Additional requirements for providing visitor information upon registration is below.
77	Authorized Use	Addition	Camping is limited to 14 nights per visit with a maximum of 30 nights per year. The majority of overnight guests in each campsite must have a horse in the camp.
78	Use Allocation	Addition	Maximum number of people and horses each is 100 per night.
85	Quiet Hours	Addition	Quiet hours are enforced from 10:00 pm to 6:00 am.
87	Pets	Addition	Area regulations do not permit pets in the horse camp or on the trails surrounding the horse camp.
N/A	Horse Manure (A)	Addition	At a minimum, Concessioner must remove accumulated horse manure and residual feed by hand using appropriate tool from the Concession Facilities at the beginning of the week and after each three (3) day holiday weekend. All manure must be removed from the Area.
N/A	Tying up Stock	Addition	Stock must not be tied to trees or vegetation within the horse camp. Concessioner must provide high-line / high-tie posts within the horse camp.
N/A	Visitor Information	Addition	The Concessioner must create an informational welcome packet containing written material to be distributed to customers upon arrival at horse camp. All information must be approved by the Service prior to distribution. The packet will contain the following types of information: trail maps; safety material including trail riding safety information and camp site safety information; Area information (features, history, animals, plants, roads, and trails, etc.); best practices for protection of vegetation in the horse camp and Olema Creek.
N/A	Feed	Addition	The Service is concerned about noxious weeds and invasive non-native plant species being transported by hay and stock manure. Use of certified weed-free feed will be required for feeding to all stock using the Area's trails when there is a reasonable and consistent supply of certified weed-free feed growers in California. Until that time, the Concessioner is encouraged to use weed free feed.
N/A	Horse Camp Bridge	Addition	Per Federal Highway Administration structure evaluation, the horse camp bridge over Olema Creek has a 22-ton weight limit.

B) Invasive Non-Native Plants ("Weeds")

Adequate steps will be taken to prevent the introduction of non-native plant propagules into the Area, and the spread of non-native plants propagules from the Concession Facilities to other areas of the Area. Non-native plant propagules (seeds or other plant parts capable of reproducing the species) may be present on the underside of vehicles and trailers, in mud on vehicle tires, in the fur and hooves of animals, in the shoes and clothing of Concessioner staff, and in straw and hay.

- (1) Prior to entering the Area for the season, or if a vehicle has traveled outside the boundaries of the Area and is re-entering, the Concessioner must pressure wash or steam clean the exterior of all

Concessioner vehicles and trailers, paying particular attention to undercarriages, to remove mud and plant material. The Service may inspect vehicles to insure that the vehicles and trailers are free of mud and plant material.

- (2) Prior to entering the Area for the season and prior to riding or hiking on the Area’s trails, Concession employees will check boots, socks, and clothing for “hitch-hiking” seeds or other plant parts. Employees are encouraged to promote this practice to their clients as well.
- (3) The Service may survey the Concession Facilities to identify exotic weeds and provide the Concessioner with the survey results. The Concessioner will work with the Service to ensure early detection. The Service will provide guidance on Best Management Practices to prevent infestation by exotic species, and how to control major infestations of species not introduced by the Concessioner. All non-native plants and material shall be removed as necessary from assigned areas under the guidance of the Area. Removal of any vegetation requires prior written Service approval prior to any actions taken by the Concessioner.

C) Restroom and Showers

- (1) *Minimum Operational Standards.* The Concessioner must provide restroom and shower service in accordance with the Shower Standards (10-SHO). This information is found on the [NPS Commercial Services website](#).
- (2) *Exemptions from or Additions to the Shower 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
2	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exemption	Does not apply to this operation.
9	Ventilation/Climate Control	Exemption	Does not apply to this operation.
14, 16, 20, 21	Dressing Area and Clothes Storage; Soap and Towels, Change Machines; Shower Timers	Exemption	Do not apply to this operation.

5) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program (“EMP”) in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#). The plan must be updated **annually by March 1**. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

6) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Occupational Safety and Health Act and Director’s Order #50B, Occupational Safety and Health Program and the Service Risk Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under Concessioner Tools. The Concessioner must submit an initial Risk Management Plan to the Service within **120 days of the Contract effective date** and no later than **March 1** annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

B) Safety Representative

The Concessioner must designate one (1) employee as the safety representative, who has the authority to make decisions regarding safety concerns, and update this information as necessary.

C) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 CFR 1910.1200. These include an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan ("SPCC"). 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.

7) PROTECTION AND EMERGENCY SERVICES**A) Law Enforcement and Security**

- (1) *Concessioner Responsibilities.* 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 on duty.

B) Structural Fire Protection*(1) Fire Inspections*

- (a) Concessioner Responsibilities. The Concessioner must conduct routine fire drills of Concession Facilities as required by its Risk Management Program.
 - (b) Service Responsibilities. The Service may conduct fire safety inspections at its discretion throughout the term of the Contract. The Service will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator
- (2) Marin County Fire Department is the first responder for fire protection of the Concession Facilities. Structural fire suppression is the primary responsibility of the Marin County Fire Department.
 - (3) It is the Concessioner's responsibility to ensure that the Concession Facilities conform to all applicable National Fire Protection Association (NFPA) Codes unless specific variance is granted by the Service. A fire extinguisher suitable for use on all classes of fires in compliance with NFPA standards must be located in each building. The Concessioner shall train and equip personnel for evacuation of employees. The Concessioner shall ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times in the food service area. It is also the Concessioner's responsibility to detect and report all structural fires immediately.
 - (4) The Concessioner will create an evacuation plan and conduct routine fire drills, in cooperation and under the guidance of the Service AHJ, for the Concession facility as required by the Risk Management Plan and NPS Reference Manual #58 (Structural Fire Management). The Service contact number is (415) 289-1813.
 - (5) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program

C) Emergencies

- (1) *Emergency Reporting Procedures.* For all emergencies or injuries sustained at the Concession Facilities the Concessioner must immediately use "911" reporting procedures. Concession employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information (e.g. call back number at location). In the event of a non-emergency situation, the Concessioner must contact the Area's Communications Center: (415) 464-5170.
- (2) *After Hours Emergencies.* For "after hours" emergencies, the Concessioner must prominently display emergency contact telephone number(s) at the horse camp indicating the primary emergency number (911) and how to reach the Concessioner and Service.

8) UTILITY RESPONSIBILITIES**A) Concessioner**

- (1) *Utility Providers.* The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. The Concessioner must provide prompt payment for these services.
- (2) *Conservation.* 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) Service

- (1) *Service Provided Utilities.* The Service provides water service to the Concession Facilities in accordance with [Director's Order \("DO"\) 35B](#) and garbage service in accordance with current regulations and policies.
- (2) *Utility Rates and Billing.* The Service determines the water and wastewater rates in accordance with Service Policy and DO-35B, which requires utility rates charged to the Concessioner to reflect actual costs incurred by the Service. The Service reviews operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates 90 days prior to implementation of any change. The Concessioner is billed on a monthly basis for water, , and garbage service.

9) PUBLIC RELATIONS**A) Required Notices**

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

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

Please address comments to: Superintendent
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 inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

C) Use of the National Park Service Authorized Concessioner Mark

- (1) *Guidelines.* 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 and Promotional Material

- (1) *Promotional Material*

- (a) General. The Concessioner may only distribute promotional material related to services required and authorized by the Contract or services and facilities within the Area. The Concessioner must publish all advertisements and promotional material in the most environmentally friendly manner.
- (b) Approval. The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval **at least 30 days prior to projected use or publication**. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (c) Website. The Concessioner may choose to create and use a website for its operation. If the Concessioner chooses to use a website, initial website design must be approved by the Service prior to its use. Any website created by the Concessioner for the purposes of the operation must provide accurate, up-to-date information about the operation and the visitor services provided, such as location and hours. If the Concessioner chooses not to use a stand-alone website, the Concessioner must maintain a Social Media site with basic, up-to-date information about the operation.
- (d) Social Media Postings, Comments, Photos, and Other Content. Social Media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Service may review other social media content for appropriateness and accuracy. The Concessioner must monitor social media pages on a regular basis. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery.

(2) *Statements*

- (a) Authorization. Advertisements must include a statement that the National Park Service and Department of the Interior authorize the Concessioner to serve the public within Point Reyes National Seashore.
- (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit B (Nondiscrimination).

10) **VOLUNTEERS IN PARKS PROGRAM**

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

11) **REPORTING REQUIREMENTS**

A) Concessioner Operational Reports

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department including job titles, and office and emergency phone numbers, **within 30 days of the Contract effective date**, and when any significant changes occur.
- (2) *Incident Reports*. The Concessioner must report any accident or incidents resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident. The Concessioner must report any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding \$500 as soon as possible. The Concessioner must report all suspected or known regulatory or criminal violations as soon as possible. The Concessioner must document these accidents and incidents and provided this documentation to the Service **no later than the 10th of the following month**.
- (3) *Human and Equine Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or visitors, and equine illness to the Service.

A suspected outbreak of human or equine illness is two or more reported cases with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. This information must be reported to the Special Park Uses Coordinator at (415) 464-5111.

- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. Proper safety actions must be implemented immediately in accordance with the Concessioner’s emergency response plans and procedures.
- (5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

B) Operational Reports by Use

The Concessioner must provide all operational statistics in a monthly Concessioner Operational Report to the Service **no later than the 15th day of the following month** and provide an annual summary report to the Service due by **December 31**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Horse Camp Operations*. The Concessioner will complete a visitor use data sheet, listing the number of paying guests, horses, and horse use. Even if no visitors or horses stay at the camp during a month, the Concessioner will complete a form for each month the Concessioner operates the horse camp.

C) Concessioner Financial Reports

In addition to the Annual Financial Report (“AFR”) required in the Contract, the Concessioner must report on the franchise fee deposits made from the preceding month **no later than the 15th of the following month**. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred. The Concessioner must provide the Service an AFR **within 120 days** after the conclusion of the Concessioner’s fiscal year. The Concessioner must consult with the Area’s Special Park Uses and Commercial Services Coordinator to identify the specific categories it is required to include within its AFR.

12) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

Title	Schedule	Due Date(s)
Concessioner Contact Information List	Initial / As Updated	On or before Contract effective date; when updated
Schedule Approval and Changes	As Needed	At least 1 week in advance of opening and closing dates
Rate Changes	As Needed	When major changes occur
Visitor Comments / Complaints	As Received	Within 10 business days of receipt
Employee Handbook	Initial / As Needed	60 days of Contract effective date
Implementation of Firearms Possession Laws	Initial	60 days of Contract effective date
Environmental Management Plan	Initial / Annual	60 days of Contract effective date; March 1
Risk Management Plan	Initial / Annual	120 day of Contract effective date; March 1
Promotional Material	As Needed	At least 30 days in advance of need

Title	Schedule	Due Date(s)
Management Listing	Initial / As Needed	Within 30 days of Contract effective date; when significant changes occur
Incident Reporting	Monthly	No later than the 10 th of the following month
Survey and Visitor Response	As Needed	Within 14 days of receipt
Concessioner Operational Report	Monthly / Annually	No later than the 15 th of the following month; December 31
Franchise Fee Deposit Report	Monthly	No later than the 15 th of the following month
Annual Financial Report	Annually	Within 120 days of end of fiscal year

Effective: _____, 2021