

EXHIBIT B

OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Statue of Liberty National Monument (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.

The Superintendent in consultation with the Concessioner will review and revise this plan 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

A) Service Policy

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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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

3) MANAGEMENT RESPONSIBILITY

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the assigned Concession Facilities and required and, if applicable, authorized services within the Area;
 - (b) Must lead and employ a staff with the expertise and training to operate all required and, if applicable, authorized services offered under this Contract;
 - (c) Has full authority to act as a liaison in all Concession administrative and operational matters within the Area;
 - (d) Has the responsibility for implementing the policies and directives of the Service; and
 - (e) Must generally be physically in the Area during the performance of their duties.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

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

B) Service

The Area Superintendent is responsible for all operations, including concession operations. The Superintendent carries out Service Policy, including concession contract management. Directly, or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates, pursuant to Service Policy and Applicable Laws, Concessioner activities relating to the Area, including:

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

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

The Service aligns operating hours for the Concessioner with the operating hours and schedule for the passenger ferry operation. The Concessioner must open the facilities upon the arrival of the first visitor sail and remain open until 45 minutes prior to the departure of the last visitor-clearing sail. The Concessioner must open the cafes and gift shops on both islands to the public year-round and the kiosks seasonally, generally from mid-March to mid-October.

(1) *Normal Operations*

- (a) The Concessioner must provide the required services as described above for the duration of the Contract.
- (b) The Concessioner must follow the minimum hours of operation (as outlined above) unless the Concessioner submits a written request according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.
- (c) The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any non-emergency required closures.
- (d) The Area is closed on Thanksgiving Day and Christmas Day but otherwise open the rest of the year, at the discretion of the Superintendent. The Concessioner must submit a written request for the Superintendent's approval at least two weeks in advance of any requested concession operation closure days.

B) Rate Determination and Approval Process

- (a) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities, as provided in Section 3(e) of the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current Concession Management Rate Administration Guide available at: <https://www.nps.gov/subjects/concessions/rate-administration.htm>. The following rate

methods apply to the visitor services provided under this Contract. These rate methods are subject to change.

- Food and Beverage rates: Core Menu
- Retail rates: Competitive Market Declaration (CMD)
- Event Planning and Management: Competitive Market Declaration (CMD)
- Coin-Operated Binoculars: (CMD)

(b) Rate Approval Process.

- The Concessioner must submit requests for rate approvals according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must submit all rates to be charged for approval prior to implementation, brochure and menu publication dates, and customer notification.
- The Service will inform the Concessioner of the rate decision within sixty days of the rate request submittal.
- The Concessioner must prominently post all rates for goods and services provided to the visiting public.

(c) Rate Compliance. The Service will check rate compliance during periodic operational evaluations and throughout the year.

C) Purchasing

- (1) *Competitive Purchasing.* The Concessioner may make purchases from a facility operated or owned by the Concessioner or its parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash and quantity discounts and rebates, when feasible, and pass them through to the consumer or the operation.
- (3) *Environmental.* The Concessioner must purchase environmentally preferable products and services whenever feasible. The Concessioner must give preference in food and beverage purchasing to locally produced, seasonally appropriate products. The Concessioner must give preference to organic products, when available.

D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service Policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract, including all of its Exhibits, and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *Service Concession Review Program.*
 - (a) The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the Service's Concessioner Review Program. The Service will use the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these evaluations. The Service may request the assistance of third-party subject matter experts. The Service may fully incorporate the findings of such experts in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to

- conduct these evaluations. The Concessioner must work with Service personnel to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
- (b) *Periodic Operational Evaluations.* The Service will conduct announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Service will contact the Concessioner at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (c) The Service will use the standards and periodic evaluation forms for Food and Beverage - Quick Service or Food and Beverage – Fast Casual (10-FBQ and 10-FBC), and Retail (10-RET).
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner by **April 1** an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, Environmental Management Program Evaluation Report, and Asset Management Program Evaluation Report.
- (a) *Administrative Compliance Report.* The Administrative Compliance Report and rating considers Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, and workers' compensation insurance.
 - (b) *Operational Performance Rating Report.* The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) *Public Health Program Evaluation Report.* A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. The Service will conduct these evaluations in accordance with Service Public Health Service procedures based on the U.S. Food Code.
 - (d) *Risk Management Program Evaluation Report.* The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with Service risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
 - (e) *Environmental Management Program Evaluation Report.* The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with 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 (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service Policy and standards, and Applicable Law.

(4) *Other Audits or Inspections*

- (a) The Service may conduct environmental audits to evaluate the Concessioner's operations with respect to environmental compliance and environmental best management practices in accordance with the current Service Concessioner Environmental Management Program standards (<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>). The Service considers performance in closing audit findings in the annual EMP Evaluation Report.
- (b) The Service may conduct integrated pest management inspections of Concessioner facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others.
- (c) The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to visitor service-specific reviews that occur during periodic evaluations.

E) General Policies

(1) *Facilities Use*

- (a) Licensing, Insurance, Maintenance, and Registration.
 - i) The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- (b) The Service may provide limited parking for Concessioner employee-owned vehicles within the Area.
- (c) The Concessioner must use designated loading zone areas for delivering supplies and products to Concession Facilities.

(2) *Customer Satisfaction and Monitoring.*

- (a) 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, Service 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.
- (b) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
- (c) 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.
- (d) The Concessioner must provide the Service with an 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 Concessioner must provide individual comments upon request.

- (e) 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.

F) Human Resources Management

(1) *Firearms:*

- (a) Concessioner employees must not carry firearms in the Area.

(2) *Employee Hiring Procedures*

- (a) The Concessioner must establish hiring policies, including appropriate background reviews of applicants for employment. The Concessioner must not hire any person known to have an outstanding warrant for arrest and make all efforts to secure this information prior to hiring new employees. The Concessioner must implement a drug-free policy for all concession employees.
 - (b) The Concessioner must comply with Area guidelines for access and credentialing,
 - (c) Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (d) The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position or security-sensitive position, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - (e) The Concessioner will provide to the Service for use by the United States Park Police (USPP) job applicant information required to conduct criminal history checks. Currently, there is no charge for criminal history checks by the USPP.
 - (f) Criminal history checks will consider but not be limited to the applicant's history of:
 - i) Criminal or dishonest conduct;
 - ii) Material, intentional false statement or deception or fraud in examination or appointment;
 - iii) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
 - iv) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
 - (g) The Concessioner must inform employees and potential employees, in writing, that any individuals required to register with a law enforcement agency (drug offenders and sex offenders) must also register with the Service Criminal Investigations Unit.
 - (h) The Concessioner must not employ in any status a Service employee, their spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialists, or Safety Officer.
- (3) *Orientation.* The Concessioner must provide mandatory orientation and training for its employees.

- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area.
 - (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation.
 - (c) The Concessioner may request Service staff present certain topics of interest.
- (4) *Interpretive Training.* The Service may provide interpretive skills training for employees who provide interpretive and safety orientation information or services. The Concessioner must require staff to attend this training. The Concessioner must work closely with the Concessions Management Office and Area Interpretive staff to improve the methods of preparing and presenting effective interpretive information.
- (5) *Employee Handbook.* The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.
- (6) *Employee Responsibilities.*
- (a) The Concessioner must require its employees to always adhere to all federal and state laws.
 - (b) All Concessioner employees must prominently display security identification as required by the Superintendent.
- (7) *Lactation Room.* The Concessioner must provide the following to accommodate an employee needing to express breast milk:
- (a) a lactation room in reasonable proximity to such employee's work area; and
 - (b) a refrigerator suitable for breast milk storage in reasonable proximity to such employee's work area.
 - (c) If the Concessioner designates a room to serve as a lactation room and the Concessioner also uses the room for another purpose, the Concessioner must limit the function of the room to a lactation room while an employee is using the room to express breast milk. When an employee is using the room to express milk, the Concessioner must provide notice to all its employees that the room's priority use is as a lactation room.
- (8) *National Labor Relations Act.* 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.
- G) Interpretive Services**
- (1) *Personal Interpretive Services*
- (a) Employees must demonstrate their knowledge of the Service, its mission and values, and the cultural and natural resources of the Area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.
 - (b) The Concessioner must provide all interpretive materials to the Service for its review and approval prior to using or posting such materials.

(2) *Non-Personal Interpretive Services*

- (a) The Concessioner must integrate Area interpretive themes into Concession Facilities and operations, where feasible.

H) Environmental Management Program

- (1) The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service's Concessioner Environmental Management Program Standards (<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>). The Concessioner must submit its initial and annual EMP according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.

I) Risk Management

- (1) *Risk Management Program.* The Concessioner must develop, maintain, and implement a Risk Management Program in accordance with Service's Concessioner Risk Management Program Standards (<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>). The Concessioner must submit its initial and annual RMP to the Service according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan. The Concessioner must update its Risk Management Program to comply with Applicable Laws.
- (2) *Emergency Response.* The Concessioner must develop an Emergency Action Plan in accordance with 29 C.F.R. § 1910.38. The Concessioner must also develop an Emergency Response Plan, 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 C.F.R. § 1910.120(q). The Concessioner must also maintain a Spill Prevention Control and Countermeasures Plan (see 40 C.F.R. part 112), if applicable. These plans may be incorporated into one, integrated "One-Plan," provided that all legal requirements for each plan are addressed in the document. The Concessioner must include these plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide these plans to the Service, upon request.

J) Utility Responsibilities

(1) *Concessioner*

- (a) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (b) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including phone, internet, propane, solid waste, and recyclables removal. The Concessioner must provide prompt payment for these services.
- (c) The Concessioner must obtain utility services not provided by the Service from a commercial source at the Concessioner's expense.

(2) *Service.*

- (a) The Service supplies the following utilities to the Concessioner: electricity, water, and sewage. With the exception of the water used in the Liberty Island Retail Pavilion restrooms, the Service will charge the Concessioner monthly for these services in accordance with current regulations and policies.
- (b) The Service will establish rates for these utilities annually, based on a yearly review of actual operating costs for utilities, and notify the Concessioner in writing at least 90 days prior to rate changes. Nothing in this agreement will prevent the Service from terminating a

particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

K) Protection and Emergency Services

(1) *Security*

- (a) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
- (b) The Concessioner must secure buildings, equipment, and facilities, specifically including the Concession Facilities, under its control.
- (c) The Concessioner must immediately report to the Service any observed violations of the law.
- (d) The Concessioner must immediately report all fires, medical emergencies, accidents, or other incidents to the Area dispatcher by calling (646) 356-2205. Within 48 hours of the incident, the Concessioner must report the incident to the Area concessions office.

(2) *Emergency Medical Care*

- (a) The Concessioner must immediately use emergency reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities. The Concessioner should report medical emergencies to (646) 356-2205.
- (b) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs. The Concessioner must train all employees in proper emergency reporting procedures and instruct employees to provide essential information when reporting emergencies (e.g., a call back number at their location).

(3) *First Aid Supplies*

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

5) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to: STLI_superintendent@nps.gov

Superintendent
Statue of Liberty National Monument
Liberty Island
New York, NY 10004

B) Public Statements

- (1) The Concessioner must notify the Area Public Affairs Officer about all media inquiries concerning concession operations within the Area. The Concessioner may refer such media inquiries to the Area Public Affairs Officer.
- (2) The Concessioner must refer all media inquiries related to operations in the Area, questions about the Area or incidents in the Area that are unrelated to the Concessioner's services to the Area Public Affairs Officer.

C) Signage

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

D) Advertisements and Promotional Material**(1) Promotional Material**

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

(2) Advertisement Statements

- (a) Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public at the Statue of Liberty National Monument.
- (b) Advertisements for employment must state that the Concessioner is an equal opportunity employer.

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

- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) The Service authorizes the Concessioner to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner may continue to use the Mark after they have received a superior, satisfactory, or marginal rating on the previous Annual Overall Rating following the first year of the Contract.
- (c) After approval from the Service, the Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels, and aircraft.
- (d) The Concessioner may not use the Mark on merchandise, souvenirs, or clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (e) The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Mark guidelines available on the NPS Commercial Services web site under the concessioner tools tab.

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

6) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) General

- (1) The Concessioner must provide all services required or authorized under the Contract in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Policy are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the Food and Beverage Quick Service or Food and Beverage Fast Casual, and Retail standards and guidelines located on the [Commercial Services](#) website. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Commercial Services website. For other services, the Concessioner must follow the minimum operating requirements for each service as detailed in this section.

B) Concession Operation Logistics

(1) *Deliveries*

(a) Land borne deliveries.

- Vendors may make Concessioner deliveries to Ellis Island via the service bridge between Ellis Island and Liberty State Park, New Jersey, through Post 4 (the guard post in Liberty State Park on the mainland side of the Ellis Island service bridge), as long as the service bridge is in place. The Concessioner may provide a standard delivery list to Post 4.
- The Concessioner must notify the Superintendent's assistant of any expected deliveries by 2:30 p.m. the day before the expected delivery. Delivery trucks must arrive at Post 4 by 2:00 p.m. unless previously arranged to arrive later. The Concessioner must provide the names of all delivery drivers to the Service as part of its security screening process.

(b) Water borne deliveries.

- The Concessioner must enter into a cost recovery freight services agreement with the passenger ferry concessioner for deliveries to Liberty Island. The Concessioner must coordinate all deliveries to Liberty Island with the U.S. Park Police.
- The Concessioner must unload deliveries using existing dock systems, which do not have gradually sloping ramps and, depending on tidal fluctuations, the ramp to the transporting ferry can be steep. Cranes are not available.

(c) All deliveries will be subject to the Service's policies for security screening.

(d) Concessioner delivery equipment and vehicles used within the Area must have rubber tires.

(e) Delivery equipment and freight must be screened from public view and stored within the Concessioner's assigned area.

(f) The Concessioner must remove all inventory, supplies, and equipment from the dock staging areas and store it out of visitors' sight before the arrival of the first passenger ferry to Liberty Island.

(g) The Concessioner must park its delivery truck(s) in space(s) designated by the Service.

- (h) The Concessioner must use designated loading zone areas for delivering supplies and products to the Concession Facilities.
- (2) *Transportation of Employees*
- (a) Land borne employee transportation.
- For the most part, the Concessioner cannot transport employees to Ellis Island using the service bridge between Ellis Island and Liberty State Park. In limited circumstances, for critical operational needs, such as employees needing to arrive on Ellis Island earlier than the first staff boat arrival, upon the request of the Concessioner, the Service may allow vehicles to transport Concessioner staff and limited pedestrian access via the bridge for credentialed concession employees only.
 - Vehicles for vendors and those working an event may use the Ellis Island service bridge subject to delivery and security protocols.
 - The Service will not allow vendors or those working an event (other than credentialed concession employees) to use the bridge on foot.
- (b) Water borne employee transportation
- Except in those limited circumstances described above, Concessioner employees must use the passenger ferry concessioner to travel to and from Ellis and Liberty Islands. All park employees regardless of organization may travel via staff or visitor boat runs provided by the ferry concessioner at no cost.
- C) Food and Beverage Services**
- (1) The Concessioner must provide Quick Service food and beverage at Liberty Café and may provide either Quick Service or Fast Casual food and beverage services at the Ellis Café. The Service will approve menus and administer rates using the core-menu methodology as described in the Concession Management Rate Administration Guide available at: <https://www.nps.gov/subjects/concessions/rate-administration.htm>.
- (2) The Concessioner must provide Quick Service food and beverage at five kiosks: a kiosk located in the patio area adjacent to the Liberty Café, two kiosks on the Liberty Island plaza area near Flagpole Plaza, one kiosk located near the Liberty Island T dock east of Lady Liberty, and a kiosk adjacent to the Ellis Café's patio area.
- (3) The Concessioner must ensure it communicates its offerings to all customers, regardless of language spoken.
- (4) The Concessioner must advertise food and beverage services on both islands at each venue, highlighting any significant difference in service type or menu items to provide customers information about the different offerings available on both islands.
- (5) *Standards.* See the NPS [Commercial Services](#) website for Food and Beverage Quick Service and Food and Beverage Fast Casual standards. The following section outlines additional food and beverage operation requirements.
- (a) Facility Use. The Concessioner must not use the Concession Facilities to provide any food and beverage service outside the Area boundaries.
- (6) Standard elements that are exempted and will not be evaluated from Quick Service Food and Beverage (10-FBQ):
- (a) #4 Parking
- (b) #67 Alcohol

- (7) Standard elements that are exempted and will not be evaluated from Fast Casual Food and Beverage (10-FBC) for Ellis Café (if applicable):
 - (a) #4 Parking
 - (b) #72 Alcohol
- (8) *Healthy and Sustainable Food Offerings.* The Concessioner must ensure it meets the Service's Healthy Food Standards, and the Service encourages the Concessioner to adopt Sustainable Food Guidelines. The NPS [Commercial Services](#) website includes guidelines for Healthy Food and Sustainable Food.
- (9) *Additional Alcoholic Beverage Requirements*
 - (a) The Concessioner must not sell alcoholic beverages as part of its Fast Casual or Quick Service food and beverage operations, including the operations at the Liberty Café, the Ellis Café, or any of the kiosks.
- (10) *Hand Sanitizer.* The Concessioner must offer visitor waterless hand sanitizer at each location where it serves food.
- (11) *Trash Management.* To minimize interaction with wildlife, the Concessioner must pick up litter within 25 feet of the kiosks and outdoor patio seating areas.
- (12) The Concessioner must not sell food and beverage from displays, tables, or installations outside of the kiosks.

D) Retail

- (1) *Standards.* See the NPS [Commercial Services](#) website for Retail standards. The following section outlines additional retail requirements.
- (2) *Concessioner's Merchandise Plan.*
 - (a) The Concessioner must offer a wide variety of items at varying price points throughout its merchandise mix. The merchandise sold will reflect the themes associated with each Island and its unique cultural and historic resources. Consequently, the Concessioner will ensure that the majority of the merchandise offered at Ellis Island will differ from what it offers at Liberty Island.
 - (b) Sec. 3(d)(3) of the Contract requires the Concessioner to develop and implement its own retail merchandise plan. The Concessioner's merchandise plan provides a set of steps to achieving the Concessioner's business goals and meeting the Service's standards. It may also serve as a useful training tool for concession employees. The Concessioner must submit its merchandise plan to the Service for approval according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.
 - (c) The Concessioner's merchandise plan must address the following:
 - Sales mix and percentage of types of merchandise available at each of the retail locations including, but not limited to, apparel, souvenirs, housewares, toys, food, jewelry and accessories;
 - Selected interpretive themes;
 - The proposed merchandise layout of each retail store, with floor-space allocation of the proposed merchandise mix;
 - Listing and description of each product proposed to be sold;
 - Making environmentally-preferred products available for sale to Area visitors;
 - Integrating pollution prevention and waste-reduction objectives and strategies into its sales operation;
 - Display standards and stocking requirements;

- Finding, purchasing, displaying, and selling "Made in USA" products; and,
 - Purchasing and stocking gifts, souvenirs, and convenience items.
- (3) *Items to be Sold.* Gift shops provide visitors with opportunities to buy memorabilia of a visit, while at the same time obtaining information or educational messages related to the Area's interpretive themes, as outlined in the Area's Foundation Document. The gift shops must offer items that have a direct relationship to the Area, its environs, its history, its culture, its resources, appropriate visitor activities, or the National Park system.
- (a) The Concessioner must develop one or more themes for the two retail outlets, developed from Area-related interpretive themes. The Concessioner must reflect this theme in the décor and carry the theme throughout at least 75 percent of total retail sales floor square footage.
 - (b) The Concessioner must prominently display items as "Made in USA." "Made in USA" items must comply with the Federal Trade Commission (FTC)'s "Made in USA" Standard. "Made in USA" items must account for a minimum of 35 percent of each retail store area, based on square footage.
 - (c) The Service will allow the Concessioner to sell a limited number of personalized items (e.g., engraved items).
- (4) Standard elements that are exempted and will not be evaluated from Retail (10-RET)
- (a) #2 Landscaping/Grounds
 - (b) #3 Parking
 - (c) #23 Fitting Rooms
 - (d) #25 Produce Section Amenities
 - (e) #38-43 Perishable Food Storage, Preparation, and Service Areas
 - (f) #59 Employee or Local Resident Merchandise
 - (g) #64 Perishable Item Condition
- (5) The Concessioner must not have retail displays, tables, or installations outside of the kiosks.

E) Event Planning and Management

(1) *Standards*

- (a) The Service requires all entities holding permits to conduct events in the Area to contract with the Concessioner for event planning and management. The Concessioner's responsibilities for providing this service include coordinating access and logistics of event activities such that they do not cause any undue impacts to core Area operations, managing sponsor's expectations, acting as the communications conduit between an event's sponsor, selected event caterer, or other service staff, and Area representatives.
- (b) In accordance with the Summary of Initial and Recurring Due Dates table found at the end of this Operating Plan, the Concessioner must solicit and develop for approval by the Superintendent a list of caterers who may provide food and beverage service at events held within the Area. The Superintendent must approve new caterers added to the approved caterer listing at least thirty days prior to the caterer providing service in the Area.
- (c) The Concessioner must supervise third party vendors, catering, and event staff within the Area at all times. The Concessioner's designated event manager must remain on-site at the event location throughout the duration of the event, including set-up and take down.

- (d) The Concessioner will coordinate with the Service to ensure the event sponsor complies with all aspects of the *Standard Operating Procedures for Special Events*, Attachment 1 to this Operating Plan.
- (e) If an event's sponsor has an issue or complaint that the Concessioner cannot resolve, the Concessioner must alert the Area Concession Specialist.
- (f) Special event guests must arrive and depart by concessioner ferry.
- (g) No promotional activities, events, or functions may center on alcoholic beverages. The Service will not permit banners or posters.
- (h) The Concessioner must employ an event manager dedicated to managing events as well as initially screening events to ensure that they are suitable to be held at the Area and that the type of event aligns with the Area's history. The event manager should also work to ensure special events minimally disrupt the public visitors and Area resources.

F) Coin-Operated Binoculars

- (1) Exhibit D (Assigned Land and Real Property Improvements) identifies the locations at Liberty and Ellis Islands for the coin-operated binoculars.

7) REPORTING REQUIREMENTS

A) Concessioner Reports

The Concessioner must provide the Service with the following reports in addition to those otherwise identified in this Operating Plan. The Concessioner must allow the Service and its designated representatives to inspect supporting documentation for all operational reports upon request.

- (1) *Management Listing*. The on-site general manager must provide the Service a list identifying the Concessioner's key management and supervisory personnel by department, including their job titles, and office and emergency phone numbers prior to the first day of operations, and subsequently after significant revisions.
- (2) *Incident Reports*. The Concessioner must immediately report the following to the Service by calling dispatch at (646) 356-2205. The Concessioner must provide an aggregated report of these incidents to the Service according to the schedule of Summary of Initial and Recurring Due Dates found at the end of this Operating Plan:
 - (a) Any fatalities or visitor-related incidents which could result in a tort claim to the United States;
 - (b) Property damage estimated to be over \$500;
 - (c) Employee or visitor injuries requiring more than minor first aid treatment;
 - (d) Any fires;
 - (e) Any motor vehicle accidents;
 - (f) Any incident that affects the Area's resources; and,
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner must promptly report to the Area's Concessions Management Analyst information on all human communicable illnesses. The Public Health Service Sanitarian must inspect this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. The Concessioner must make initial reports by telephone to the Concessions Management Specialist at 646-356-2108 and the U.S. Public Health Service at 718-354-4629.

- (4) *Hazardous or Non-hazardous Substance Spills*
 - (a) The Concessioner must immediately report spills to the Park Safety Officer at 646-356-2171 and the Service Concessions Management Specialist at 646-356-2108.
 - (b) In addition, within 24 hours, the Concessioner must report spills to the appropriate regulatory agencies as required by Applicable Laws.
- (5) *Certificates of Insurance.* The Concessioner must provide annual updated statements and certificates of insurance according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan and in accordance with the Contract. The Concessioner must deliver copies of the full insurance policies to the Service upon request.
- (6) *Visitor Comments.* The Concessioner must provide tabulated summaries of all comments from visitors to the Area collected through comment cards and on-line processes in a format approved by the Service, according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.

B) Operational Reports by Use

- (1) The Concessioner must submit a monthly operational report according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan. The report must include all operational statistics for the individual Concession Facilities, as noted in this section.
- (2) According to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan, the Concessioner must submit an annual summary report. The annual summary report must match Schedule M in the (audited) Annual Financial Report. The Concessioner must present this data in a concise, electronic spreadsheet form.
- (3) *Food and Beverage*
 - (a) For each separate location (including Liberty Café, Ellis Café, and each separate kiosk on both Liberty and Ellis Islands), provide the following information:
 - Number of covers served by meal period by location;
 - Corresponding revenues by meal period by location;
 - Average check amount per cover by meal period by location; and
 - Number of food and beverage employees.
- (4) *Retail*
 - (a) For each separate location (Liberty Island retail pavilion, Ellis Island main retail store, as well as any retail sold by kiosks on both Liberty and Ellis Islands or sold online), provide the following information:
 - Revenue by merchandise category (e.g., gifts and souvenirs, convenience, apparel);
 - Average retail check;
 - Number of transactions by merchandise category; and,
 - Number of retail employees.
- (5) *Event Planning and Management:*
 - (a) For each event held in the reporting month, provide the following information:
 - Event sponsored/client;
 - Location within the Area where client staged the event;
 - Type of event;
 - Revenue collected;

- Event attendance; and
- Date and time (duration) of event.

(6) *Other Information*

- (a) Total number of permanent full-time and part-time employees.
- (b) Number of full-time and part time seasonal employees by department.

C) Concessioner Financial Reporting

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

- (1) *Annual Budget.* A budget including detailed utilization, revenue and expense projections, submitted according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.
- (2) *Financial Forecast.* A pre-season financial forecast for each business activity compared to annual budget according to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan.
- (3) *Annual Statement of Component Renewal Reserve Activity.* According to the schedule noted in the Summary of Initial and Recurring Due Dates table at the end of this Operating Plan, the Concessioner must submit a summary of Component Renewal Reserve Fund activity for the preceding year. The summary should include monthly deposits, a brief description of the projects on which reserve funds were spent, and the year-end balance in the Component Renewal Reserve Fund.
- (4) *Monthly Remittance Report.* The Concessioner must submit a Monthly Remittance Report electronically, in the form prescribed by the Service, to the Superintendent no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Concessioner must submit this report for every month in which revenue is earned. The report must include:
 - (a) Gross revenue;
 - (b) Authorized deductions;
 - (c) Gross receipts subject to franchise fees;
 - (d) Franchise fees paid;
 - (e) Receipt of franchise fee deposit, such as a copy of the wire transfer, identifying the account and the amount transferred; and
 - (f) Component Renewal Reserve amount set aside.
- (5) *Risk Management and Environmental Management Reports.* The Service requires various periodic or incidental reports to meet Risk Management and Environmental Management Program requirements.
 - (a) Risk Management Program Reporting. This Operating Plan outlines accident reporting and other requirements.
 - (b) Environmental Management Program Reporting. The Contract specifies environmental reporting requirements.

D) Other Reporting

- (1) *Visitor Demographic Data.* The Service may request the Concessioner to provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Advertising, Website, and Promotional Materials.* The Concessioner will provide all marketing materials to the Service for review within 30 days of Contract's effective date and as updated at least 15 days prior to publication, distribution, broadcast, etc.
- (3) *Security/Crime Prevention Program.* The Concessioner will provide its written crime prevention/security program to the Service for review within 90 days of the Contract's effective date, and when updated.

8) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following page summarizes the primary reporting responsibility of the Concessioner.

Title	Schedule	Due Date
Employee/Volunteer Handbook	Initial/As Updated	Within 60 days of the Contract's effective date. Updates require a 45-working-day Service review period.
Schedule of Operating Hours	Initial/As Updated	Prior to the first date of operations, and as updates occur. Updates require a 45-working-day Service review period.
Management Listing	Initial/As Updated	Prior to the first day of operations, and as updates occur
Contact Information List	Initial/As Updated	Within 30 days of the effective date of the Contract, and as updated
Emergency Action Plan, Emergency Response Plan and Spill Control and Response Plan (if applicable)	Initial/As Updated	Within 120 days of the Contract's effective date
Annual Budget/Financial Forecast	Initial/Annually	At least 60 days before the Contract's effective date and thereafter by March 1
Crime Prevention/Security Program	Initial/As Updated	Within 90 days of the Contract's effective date, and when updated

Title	Schedule	Due Date
Merchandise Plan	Initial/Annually	Within 90 days of the Contract's effective date, and thereafter by July 1 of the year prior to operating year
Customer Comment Cards and On-line Feedback Process	Initial/As Updated	Within 90 days of the Contract's effective date, and when updated
Risk Management Program	Initial/Annual	Within 120 days after the Contract's effective date; by December 31 of each year.
Listing of Approved Caterers	Initial/As Updated	Within 60 days of the Contract's effective date; within 30 days of any changes to the list, and at least 30 days before a new caterer provides service
Annual Rate Request	Annually	60 days prior to anticipated implementation date
Environmental Management Program	Initial/Annually	Within 60 days of the Contract's effective date; by December 31 of each year
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.
Statement of Component Renewal Reserve Activity	Annually	Not later than 120 days after the end of the Concessioner's fiscal year.
Signs and Changes to Signs	Initial/As Updated	Within 30 days prior to use
Advertising, Website, and Promotional Materials	Initial/As Updated	Within 30 days of Contract's effective date and 15 days prior to publication, distribution, broadcast, etc.
Use of the Mark	Initial/As Updated	Within 30 days of Contract's effective date and as updated

Title	Schedule	Due Date
Certificates of Insurance	Initial/Annual	At the time insurance is first purchased and annually thereafter.
Franchise Fee Payment	Monthly	By the 15th of each month for preceding month
Monthly Remittance Report	Monthly	By the 15th day of each month for preceding month
Visitor Use/Operational Reports	Monthly	By the 15th day of each month of operation
Visitor Comments	Monthly	By the 15 th day of each month
Customer Satisfaction Survey Monitoring	Annually	Not later than 120 days after the end of the Concessioner's fiscal year.

Approved effective _____, 20__

ATTACHMENT 1: STANDARD OPERATING PROCEDURES FOR SPECIAL EVENTS

AT

STATUE OF LIBERTY NATIONAL MONUMENT

LIBERTY AND ELLIS ISLANDS

THIS ATTACHMENT IS CURRENT SERVICE POLICY PROVIDED FOR INFORMATIONAL PURPOSES. THE SERVICE MAY, AT ITS DISCRETION, CHANGE THIS POLICY FROM TIME TO TIME AS CIRCUMSTANCES WARRANT.

INTRODUCTION

The Statue of Liberty National Monument (Area) includes Liberty and Ellis Islands, national icons that are intensively used by the public. In addition to use by daily visitors, both locations may be used for other purposes, including private events, gatherings, and meetings. Collectively, these types of uses of National Park Service (Service) facilities are called "special park uses." The Service manages all uses of the Area under its laws, regulations, and policy guidelines for the protection of Area resources and their enjoyment by present and future generations.

Special park uses of the lands and facilities of the Area are privileges. Therefore, they require full reimbursement for the costs involved. Special events may not interfere with visitor experiences in the Area, nor may they cause an unacceptable impact to Area resources or values. The Superintendent and staff will make all determinations regarding the appropriateness of proposed uses and determine if a permit will be issued.

First Amendment activities are governed by separate regulations and policies. In cases where First Amendment activities and special events are in conflict, the First Amendment activities take precedence.

The Area's food, beverage, and retail concessioner is required to provide the event planning and management services that are often required to hold an event in the Area. All activities that occur on Area land are subject to the supervision of the Service.

POLICY

- A request for a special event will be authorized, provided the following criteria are met:
 - ✓ There is a meaningful association between the Area and the event;
 - ✓ The observance contributes to visitor understanding of the significance of the Area; and
 - ✓ The Superintendent has issued a permit.

Generally, these criteria are interpreted as being inclusive rather than exclusive, since most visits to the Area will entail some meaningful association and impart some understanding of the significance of the Area. However, the Service intends that special events will not interfere with the use of the Area by the general public for activities involving enjoyment of Area resources or values.

- A permit for a special event in the Area will be denied if the Superintendent determines that the special event could:
 - ✓ Cause injury or damage to the Area resources; or

- ✓ Be contrary to the purposes for which the Area was established or unreasonably impair the atmosphere of peace and tranquility maintained in historic locations within the Area; or
 - ✓ Unreasonably interfere with the interpretive, visitor service, or other program activities, or with the administrative activities of the Service; or
 - ✓ Substantially impair the operation of public facilities or services of Service concessioners or contractors; or
 - ✓ Present a clear and present danger to public health or safety; or
 - ✓ Result in significant conflict with other existing uses.
- Each request to conduct a special event will be evaluated thoroughly in the context of the National Environmental Policy Act, even though many may be classified as categorical exclusions. Compliance with Section 106 of the National Historic Preservation Act may also be required.
 - Appropriate permit conditions will be imposed for special events. Permit conditions are intended to avoid or mitigate damage to Area resources and values. Permit conditions include conditions on resource protection as well as requirements for cost recovery, a hold-harmless clause, liability insurance, and bonding.
 - The public staging of special events that are conducted primarily for the material or financial benefit of the organizers or participants, or which involve commercialization or in-Area advertising or publicity, will not be permitted.

FEES

All costs incurred by the Service related to special events are subject to cost recovery.

- Applications require a non-refundable \$75.00 processing fee. This fee amount is recalculated each year in February.
- Administrative costs incurred by the Service in reviewing the application and in writing and issuing the permit must be paid by the permittee prior to the event.
- Management costs incurred by the Service must be paid by the permittee prior to the event. These costs could be for monitoring the permitted use; providing interpretation, protection, or other services; restoring Area resources damaged by the event; or otherwise supporting a special park use.
- If additional, unforeseen costs are incurred by the Service during the course of the event, the permittee will receive a bill for collection to recover those costs.

PROCEDURES

- The Service's concessions contract for food and beverage operations requires that concessioner to provide event planning and management services. If an event includes catering, lighting, sound, staging, tents, or other special services, the permittee must engage the concessioner through its event planner to plan all aspects of the event. Permittees are encouraged to make use of the concessioner for these purposes. In all cases, the concessioner will manage specialty services.
- The permittee will contact the Area's designated ferry concessioner to plan transportation to and from the islands.

STANDARD PERMIT CONDITIONS AND REQUIREMENTS

Special Use Permit Form 10-114 will be used as the permitting instrument for all special events. Conditions of the permit will be tailored for each event to protect the Area's resources and the health, safety, and experience of the visiting public.

The following conditions must be met for all permits issued in the Area:

- The permittee will exercise this privilege subject to the supervision of the Superintendent and will comply with all Applicable Laws and regulations of the Area.
- Damages: The permittee will be responsible to pay the Service for any damage resulting from the permit that would not reasonably be inherent in the use that the permittee is authorized to make of the land. The Service will give the permittee written notice of such damage and the permittee will either take corrective action or pay the indicated amount as agreed upon and approved by the Superintendent.
- Assignment: The permit may not be transferred or assigned.
- Revocation: The permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
- The permittee will be prohibited from giving false information; to do so will be considered a breach of conditions and grounds for revocation.
- The permittee will comply with applicable public health and sanitation standards and codes.
- The permittee is required to procure and maintain comprehensive general liability insurance during the term of the permit, with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) to ten million dollars (\$10,000,000) for any number of claims arising from any one incident. The policy shall name the United States of America as an additional insured and shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder.
- Press releases, advertisements, invitations, and all other publicity relating to the event must be reviewed and approved by the Superintendent three weeks prior to the event.
- Bonding: The permittee may be required to post a bond in an amount sufficient to ensure the completion of the requirements of the permit and the restoration of the site to its original state.
- Hold Harmless Clause: The permit will be issued upon the express condition that the United States, its agents, and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or death to any person, or property of any kind whatsoever, whether to the person or property of the permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of the agreement or occasioned by any occupancy or use of said premises or any activity carried on by the permittee in connection therewith. The permittee shall covenant and agree to indemnify, defend, save, and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses, and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits, or losses however occurring or damages growing out of the same.
- Anti-Deficiency: Nothing shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of a permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

OTHER GENERAL REQUIREMENTS FOR SPECIAL EVENTS

After-hours events will start no earlier than one hour after the closing of the island to the public. Guest departure from the island will be no later than **11:59 p.m.**

Evening events are not permitted during peak season (Memorial Day Weekend through Labor Day weekend)

Evening events are also not permitted from September 27th through October 4th.

Alcohol and entertainment at evening events will end no later than 20 minutes prior to guest final departure from the island.

The permittee will travel to and from Liberty and Ellis Islands using the Area's authorized ferry concessioner.

The permittee will arrange for all other services through the Area's food, beverage, and retail concessioner.

All preparation and staging for events must be placed, erected, and removed expeditiously and may not interfere with visitor access to Area resources. Tents for outdoor events may be located only on -the Ellis Island Café Terrace and Liberty Island Café Patio. These areas are assigned to the concessioner and shown in Exhibit D to the concessioner's contract.

No advertising, signs, flags, banners, etc. are permitted. Identification of the permittee organization through means such as a logo will be restricted to the immediate podium vicinity. No decorations of any sort may be attached to walls, doors, ceiling, or other architectural elements.

Special Events on Ellis Island

The location, type, maximum number of guests, and time (during or after Area hours) for special events on Ellis Island are summarized below in Attachment 1, Table 1.

The Great Hall on the second floor of the Ellis Island Immigration Museum is only available for daytime events if they are closely connected to Area purposes and if the public has some opportunity to participate.

Permittees for after-hours events are encouraged to have their participants take advantage of the Area's special visitor experiences. Museum exhibits can be made available for touring, and two movie theaters showing the film "Island of Hope, Island of Tears" can be scheduled with an introduction by an Area ranger. Area staff can be located throughout the museum to answer questions, provide directions, interpret the purpose and significance of Ellis Island, and assist as needed. Ranger-guided tours, theater programs, the audio tour, and other programs in the American Family Immigration History Center can be made be available if requested in the permit application. The permit will include additional charges to cover the costs for these services.

Decorations, entertainment, and themes should be in keeping with this symbol of America's immigrant heritage and the architectural features of the museum.

Special Events on Liberty Island

The parameters for special events on Liberty Island are also summarized below in Attachment 1, Table 1.

Permittees who want their guests during after-hours events to have access to the Liberty Island Museum and observation deck must specify this request in their application. Law enforcement and protection services will be provided for all guests entering the Pedestal. All groups will be guided through the Pedestal by an Area ranger. The permit will include additional charges to cover the costs of these services. No refreshment service or consumption of food or beverage will be permitted in the Pedestal.

Attachment 1, Table 1: General Guidelines for Events

<i>Location</i>	<i>Types of Events</i>	<i>Capacity¹</i>	<i>During Area Hours</i>	<i>Weather Dependent²</i>
Great Hall, Ellis Island Main Building	Buffet dinners, receptions	1,200	No	No
Great Hall, Ellis Island Main Building	Seated dinners	1,000	No	No
Great Hall, Ellis Island Main Building	Area-related events ³	400	Yes	No
3rd Floor Conference Room and Balcony, Ellis Island Main Building	Meetings, lunches	100	Yes	No
1st Floor Baggage Room and Peopling Exhibit Vicinity, Ellis Island Main Building	Seated Dinners	250	No	No
1st Floor Baggage Room and Peopling Exhibit Vicinity, Ellis Island Main Building	Receptions	1,000	No	No
Wall of Honor, Patio & Flag Pole Vicinity, Ellis Island	Receptions	1,000	No	Yes
New Ferry Building, Ellis Island	Meetings, Lunches, Small Receptions, Seated & Buffet Dinners	100	Yes	No
Front of the Monument (Promenade Only), Liberty Island	Passed hors d'oeuvres, Receptions	1,200	No	Yes
Flagpole Vicinity, Liberty Island	Receptions	1,200	No	Yes
Statue of Liberty Museum Gallery, Liberty Island ⁴	Seated Dinners	150	No	No
Statue of Liberty Museum Gallery, Liberty Island ⁴	Receptions	220	No	No

¹ Higher numbers may be allowed with prior written approval of the Superintendent

² The Service will determine if an event must revert to its alternate location due to inclement weather with enough lead time to properly move the event, generally 36 hours prior to the start of the event

³ Events in the Great Hall during Area hours must be closely related to Area purposes and the public must have an opportunity to participate

⁴ Permittees requesting use of these locations must coordinate with the event planning and management concessioner and the Statue of Liberty - Ellis Island Foundation

Statue of Liberty Museum Roof Terrace, Liberty Island ⁴	Receptions	500	No	Yes
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Sale of Food or Merchandise

In most cases, a permittee may not collect funds in connection with an event within the boundaries of the Area. However, certain sales may occur under the provisions of a commercial use authorization (CUA), by written modification of the Area's cooperating association agreement, or through the authorized concessioner.

Helium Balloons

The release of helium or other balloons will not be permitted at special events in the Area.

Fireworks Displays

Fireworks displays are not permitted on the grounds of Liberty or Ellis Island.

When a fireworks display is planned offshore or on nearby land as part of a special event, this will be noted in the application for the special event and a schedule must be provided. Permits will be secured from the appropriate agencies and copies must be provided to the Service.