

**EXHIBIT 3****OPERATING REQUIREMENTS**

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**EXHIBIT 3****OPERATING REQUIREMENTS****1. INTRODUCTION**

The Agreement between [Operator Name] (Operator) and the National Park Service (Service) requires the Operator to prepare an Operating Plan for the facilities and services that the Operator is authorized to provide to visitors to the National Mall and Memorial Parks (together, the Park) under VEIA Privilege Percentage Agreement VA-NAMA003-25 (Agreement). This document sets forth certain minimum Operating Requirements that must be included in the Operating Plan developed by the Operator and outlines the respective responsibilities of the Operator and the Service.

In the event of any conflict between the terms of the main body of the Agreement and these Operating Requirements, the terms of the Agreement, as it may be amended, will prevail.

In consultation with the Operator, the Superintendent will review and revise these requirements as appropriate. Any revisions will be reasonable, consistent with the main body of this Agreement, and in furtherance of the purposes of the Agreement.

Applicable food and beverage service, retail service, risk management program, and environmental management program standards with which the Operator also must comply are available at <https://www.nps.gov/subjects/concessions/nama-veia.htm>.

**2. DEFINITIONS****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 Interior or a U.S. Department of the Interior or National Park Service official to whom such authority has been delegated, as may be amended, supplemented, or superseded throughout the term of the Agreement. Service Policy is available upon request from the Service.

All defined terms in the Agreement apply to the same terms used in this Exhibit, regardless of whether such terms are capitalized.

**3. MANAGEMENT RESPONSIBILITIES****A. Operator**

1. The Operator must appoint a general manager who:
  - a. Has full authority to act for the Operator in all Operator administrative and operational matters within the Park;
  - b. Has the authority and the managerial experience to oversee the operation of the Premises and visitor services provided by the Operator within the Park;
  - c. Must lead and employ a staff with the expertise and training to operate all visitor services offered under this Agreement; and
  - d. Has the responsibility for implementing the policies and directives of the Service.
2. The Operator must designate an acting general manager to act in the absence of the General Manager.
3. The Operator must notify the Service promptly of management changes.
4. The Operator must provide a current, accurate employee contact information list to the Service with all appropriate points of contact (including general manager and acting general manager) according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.

**B. Service**

The Superintendent of the National Mall and Memorial Parks is responsible for all operations within the National Mall and Memorial Parks, including commercial services operations. The Superintendent carries out Service Policy and commercial services contract management. Directly, or through designated representatives, including Service commercial services management staff, the Superintendent reviews, directs, and coordinates, pursuant to Service Policy and Applicable Laws, Operator activities relating to the Park, including:

1. Providing a current list to the Operator with all appropriate Park points of contact;
2. Evaluating Operator services and facilities;
3. Reviewing 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 Requirements.

**4. GENERAL OPERATING STANDARDS AND REQUIREMENTS****A. Schedule of Operations.**

1. Minimum operating hours for the mandatory visitor services are as follows by season:

Service/Facility	Operating Season	Minimum Operating Hours
Air and Space, American History, and Natural History Kiosks - Food and Beverage	January 1 – March 30	9:30 a.m. – 5:00 p.m., seven (7) days per week
	April 1 – September 30	9:30 a.m. – 6:00 p.m., seven (7) days per week
	October 1 – December 31	9:30 a.m. – 5:00 p.m., seven (7) days per week
Arts and Industry Kiosk - Food and Beverage	March 15 – March 30	9:30 a.m. – 5:00 p.m., seven (7) days per week
	April 1 – October 31	9:30 a.m. – 6:00 p.m., seven (7) days per week
Lincoln Memorial South Kiosk - Food and Beverage	January 1 – March 31	8:00 a.m. – 5:00 p.m., seven (7) days per week
	April 1 – June 30	8:00 a.m. – 6:00 p.m., seven (7) days per week
	July 1 – October 31	8:00 a.m. – 9:00 p.m., seven (7) days per week
	November 1 – December 31	8:00 a.m. – 5:00 p.m., seven (7) days per week

Lincoln Memorial North Kiosk - Retail and Food and Beverage	January 1 – March 15	9:00 a.m. – 5:00 p.m., seven (7) days per week
	March 16 – October 31	8:00 a.m. – 10:00 p.m., seven (7) days per week
	November 1 – December 31	8:00 a.m. – 6:00 p.m., seven (7) days per week
Constitution Gardens Kiosk - Food and Beverage	March 15 – March 31	9:30 a.m. – 5:00 p.m., seven (7) days per week
	April 1 – October 31	9:30 a.m. – 6:00 p.m., seven (7) days per week
Thomas Jefferson Memorial Kiosk - Food and Beverage	January 1 – March 30	9:30 a.m. – 5:00 p.m., seven (7) days per week
	April 1 – September 30	9:30 a.m. – 8:00 p.m., seven (7) days per week
	October 1 – December 31	9:30 a.m. – 5:00 p.m., seven (7) days per week
Temporary Food and Beverage Pushcarts	April 1 – September 30	10:00 a.m. – 6:00 p.m., seven (7) days per week

## 2. Normal Operations

- a. The Operator must provide the mandatory services as described above during the term of the Agreement.
- b. The Operator must follow the minimum hours of operation required above unless the Operator submits a written request according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. Changes to operating hours should be submitted for approval at least 14 days prior to planned implementation of the requested change.
- 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 Operator of any non-emergency required closures.
- d. The Operator may close on Thanksgiving Day, Christmas Day, and New Year's Day and may close at noon on December 24th and 31st. If the Operator wishes to close or operate at different hours on any other day, the Operator must submit a written request for Service approval at least two weeks in advance of the requested closure day or day when it wishes to operate at different hours.

## B. Rates

1. Rate Determination. The Service ensures that the Operator's rates and charges to the public comply with Section 3(e) of the Agreement and are reasonable and appropriate for the type and quality of the Premises and Visitor Services under the Agreement when compared to comparable operations within the District of Columbia.
2. The Operator must notify the Service when rates change.
3. The Operator must prominently post all rates for goods and services provided to the visiting public.
4. Rate Compliance. The Service will check rates during periodic operational evaluations throughout the year and may implement a rate approval process if the Service considers the rates are unreasonable or inappropriate when compared to comparable operations within the District of Columbia.
5. Reduced Rates for Government Employees. The Operator may not provide goods or services to government employees or their families without charge or at reduced rates unless such rates are equally available to the general public.

## C. Purchasing

The Operator must purchase environmentally preferable products and services whenever feasible. The Operator must give preference in food and beverage purchasing to locally produced, seasonally appropriate products. The Operator must give preference to organic products, when available. Notwithstanding any other provisions of the Agreement, the Operator is not banned from and will not be penalized for using plastic straws in its operations under the Agreement. The Operator may not use paper straws in its operations under the Agreement.

#### **D. Evaluations**

1. **Operator Monitoring Program.** The Operator 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 Agreement, including all of its Exhibits, and other operational performance as appropriate. The Operator is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Later sections of these Operating Requirements outline specific inspection and testing requirements.
2. **Service Reviews**
  - a. The Service will evaluate the Operator's services to assess and rate Operator performance in accordance with the Agreement, Exhibits, Appendices, and applicable laws and policies. The Service will use the results of the individual evaluations to prepare an annual overall rating.
  - b. The Operator must cooperate and provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations.
  - c. The Operator must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Operator's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Operator's rating.
  - d. **Periodic Operational Evaluations.** The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure compliance with applicable operational standards. The Service will contact the Operator at the time of evaluations so that a representative of the Operator may accompany the evaluator.
3. **Annual Overall Rating.** By April 1 of each year the Service will provide the Operator an annual overall rating based upon the Service's evaluation of the Operator's operations for the preceding calendar year.
  - a. The annual overall rating considers the Agreement compliance criteria, including, but not limited to, timely submission of the annual financial report, timely and accurate submission of privilege fees, timely submission of proof of insurance, and periodic operational evaluations, and weights them if necessary.
  - b. A representative of the Service's Public Health Program will conduct periodic evaluations of the Operator's food and beverage operations. The Service will conduct these evaluations in accordance with Public Health Service procedures based on the U.S. Food Code.
  - c. The Service will annually conduct a comprehensive evaluation of the Operator's Risk Management Program (RMP). This evaluation will consider performance in complying with the NAMA VEIA Risk Management Program Standards, implementing life safety and fire safety programs, and operating in accordance with the Operator'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.
  - d. The Service will conduct an annual evaluation of the Operator's Environmental Management Program (EMP). The evaluation will consider performance in complying with the NAMA VEIA Environmental Management Program Standards, protecting natural resources, meeting environmental compliance requirements, and operating in

accordance with the Operator's documented EMP. Performance in addressing Operator environmental audit findings will also be a component of this evaluation.

4. *Other Audits or Inspections*

- a. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices. The Service considers performance in closing audit findings in the annual EMP Evaluation.
- b. The Service may conduct integrated pest management inspections of Operator 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 Operator's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Park themes in addition to service-specific reviews that occur during evaluations.
- d. The Service reserves the right to enter the Premises at any reasonable time for any evaluation or when otherwise deemed necessary.

**E. General Policies**

1. *Facilities Use*

- a. The Operator may not allow use of Premises for activities or services that do not directly and exclusively support services required or authorized by the Agreement without written permission from the Service.
- b. The Service has designated all buildings within the Premises as non-smoking. The Operator can find a copy of Director's Order 50D regarding the Service Policy on smoking on the NPS.gov policy website.

2. *Special Events*. The Operator may not host special events at the Premises, including meetings, weddings, parties, etc.

3. *Vehicles*

- a. Licensing, Insurance, Maintenance, and Registration.
  - i. The Operator must keep all of its vehicular equipment used to perform services under the Agreement properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
  - ii. The Operator must perform all maintenance and repair to vehicles and vessels outside the Park.
- b. The Service will not provide parking for the Operator's employee-owned vehicles within the Park.
- c. The Operator must use designated loading zone areas for delivering supplies and products to kiosks. The Operator must not park non-commercial vehicles in loading zone areas.

4. *Visitor Comments*. The Operator must establish a Service-approved Customer Satisfaction Monitoring System. The Operator must submit its plan for this system within thirty (30) days of the Effective Date and annual updates to the Service for approval according to the schedule noted in the Initial and Recurring Due Dates. 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 experience. The Operator must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.

- a. The Operator must investigate and make an initial response to any complaint within 48 hours.
- b. Upon receipt, the Operator must provide copies to the Service of visitor comments that allege misconduct by an Operator or Service employee, pertain to the safety of visitors, or the safety of Park resources.

- c. The Operator must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results. The monthly report is due by the 15th of the month following receipt, and the annual report is due on February 15. The Operator must provide individual comments upon request.
- d. The Service will forward to the Operator any comments or complaints received regarding Operator services or Premises. The Operator must provide the Service with a copy of its responses. The Service will provide copies of its responses, if any, to the Operator.
- e. Persistently low guest ratings or the Operator's failure to adequately address low guest satisfaction may be cause for termination pursuant to Section 16(b) of the Agreement.

#### **F. Human Resources Management**

In addition to the requirements set forth in Exhibit 7, the following employment policies and procedures must be included in the Operating Plan.

1. *Firearms:*
  - a. Operator employees may not carry firearms while on duty. Federal law prohibits firearms in federal facilities, such as Service visitor centers.
2. *Employee Hiring Procedures*
  - a. Prior to employment, the Operator must inform employees of salary, schedules, holiday pay, paid sick leave, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
  - b. The Operator 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 Operator must require any employee who is in a safety-sensitive position to participate as appropriate in pre-employment and random drug testing. The Operator must make results of drug testing available to the Service upon request.
  - c. The Operator must perform background checks on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Operator must not hire an employee with any active wants or warrants (current fugitive from justice). The Operator must make these records available to the Service, upon request by the Service.
  - d. Drivers of Operator-owned vehicles used in operations under the Agreement must have a valid state operator's license for the size and class of vehicle driven.
  - e. The Operator must not employ in any status a Service employee, their spouse, or a minor child without the Superintendent's written approval. The Operator must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officers, Commercial Services Specialists, or Safety Officers.
3. *Orientation.* The Operator must provide mandatory orientation and training for its employees.
  - a. The Operator must inform employees of Service regulations and requirements that affect their employment and activities while working within the Park.
  - b. The Operator must orient its employees to the resources of the Park, including potential safety hazards and their mitigation.
  - c. The Operator may request Service staff present certain topics of interest.
4. *Employee Handbook.* The Operator must develop and provide all of its employees with its employee handbook articulating the policies and regulations of the Operator and the Service. The Operator must provide a copy of the handbook to the Service according to the

schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.

5. *Employee Responsibilities.* The Operator must require that its employees adhere to all applicable laws at all times.

## **G. Interpretive Services**

The Operator must make Park informational handouts, QR codes, or the Park website, including information specific to the National Mall, memorials, and monuments appropriate for and closest to the respective kiosk, available at various locations within the Premises. If paper documents are supplied, the Operator must provide a container or box to collect documents for re-use and/or recycling. The Operator must coordinate the types and numbers of materials needed annually with the Park's Interpretation and Education Division.

## **H. Environmental Management Program**

1. The Operator must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with these Operating Requirements, Exhibit 4, and the NAMA VEIA Environmental Management Program Standards located at <https://www.nps.gov/subjects/concessions/nama-veia.htm>. The Operator must update the EMP according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. The EMP must describe how the Operator, including its employees, agents, and contractors, will comply with all applicable laws pertaining to the protection of human health and the environment and will incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, and other activities under the Agreement.
2. *Environmental Performance Measurement.* The Operator will be evaluated by the Service on its environmental performance under this Agreement, including, without limitation, compliance with the approved EMP, on at least an annual basis.
3. *Environmental Data, Reports, Notifications, and Approvals*
  - a. *Inventory of Hazardous Substances and Inventory of Waste Streams.* The Operator must submit to the Service, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Park by the Operator. The Service may prohibit the use of any OSHA hazardous chemical by the Operator in operations under this Agreement. The Operator must obtain the Service approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Agreement. The Operator must also submit to the Superintendent, at least annually, an inventory of all waste streams generated by the Operator under this Agreement. Such inventory must include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.
  - b. *Reports.* The Operator must submit to the Service copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Operator must also submit to the Service any environmental plans for which coordination with Park operations are necessary and appropriate, as determined by the Service in accordance with Applicable Laws.
  - c. *Notification of Releases.* The Operator must give the Service immediate written notice of any discharge, release, or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Park (whether solid, semi-solid, liquid or gaseous in nature), of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.



- d. Notice of Violation. The Operator must give the Service in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Operator, its agents, or employees.
  - e. Communication with Regulatory Agencies. The Operator must provide timely written advance notice to the Service of communications, including without limitation, meetings, audits, inspections, hearings, and other proceedings, between regulatory agencies and the Operator related to compliance with Applicable Laws concerning operations under this Agreement. The Operator must also provide to the Service any written materials prepared or received by the Operator in advance of or subsequent to any such communications. The Operator must allow the Service to participate in any such communications. The Operator must also provide timely notice to the Service following any unplanned communications between regulatory agencies and the Operator.
4. *Corrective Action*
- a. The Operator, at its sole cost and expense, must promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Operator's operations under this Agreement, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Operator must take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.
  - b. Even if not specifically required by Applicable Laws, the Operator must comply with directives of the Service to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Park by the Operator to ensure that the Park remains in good condition.
5. Weed and Pest Management. The Operator must be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Premises assigned to the Operator under this Agreement. All such weed and pest management activities must be in accordance with Applicable Laws and guidelines established by the Service.
6. Protection of Cultural and Archeological Resources. The Operator must ensure that any protected sites and archeological resources within the Park are not disturbed or damaged by the Operator, including the Operator's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Service. Discoveries of any archeological resources by the Operator must be promptly reported to the Service. The Operator must cease work or other disturbance which may impact any protected site or archeological resource until the Service grants approval, upon such terms and conditions as the Service deems necessary, to continue such work or other disturbance.

#### **I. Solid Waste Reduction**

- 1. The Operator must develop, promote, and implement a solid waste reduction plan to minimize solid waste produced by the operation, including but not limited to consumer packaging and food waste.
- 2. The Operator must develop, promote, and implement as part of its solid waste management system a recycling program for all Park-specified materials that fully supports the Service's recycling efforts. Park-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The Operator's recycling program must also address computers and other electronics and other bulky items.

#### **J. Risk Management**

1. *Risk Management Plan.* The Operator must develop, maintain, and implement a Risk Management Program (RMP) in accordance with the NAMA VEIA Risk Management Program Standards located at <https://www.nps.gov/subjects/concessions/nama-veia.htm>. The Operator must submit its initial and annual RMP to the Service according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. The Operator must update its RMP to comply with Applicable Laws.
2. *Emergency Response.* The Operator must provide an Emergency Action Plan in accordance with 29 C.F.R. § 1910.38. The Operator must also provide 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)(6)(iii). The Operator must also maintain a Spill Prevention Control and Countermeasures Plan 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 Operator must include these plans as key parts of the Operator's Risk Management and Environmental Management Programs. The Operator must provide these plans to the Service, upon request.

#### **K. Utility Responsibilities**

1. *Operator*
  - a. The Operator must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Operator must participate in energy audits and incentives if offered by its power provider.
  - b. The Operator must contract with independent suppliers to provide utility services not provided by the Service, including electricity, water, phone, internet, propane, solid waste, and recyclables removal. The Operator must provide prompt payment for these services.
  - c. The Operator must obtain utility services from a commercial source at the Operator's expense.
2. *Service.* The Service has no utility responsibilities under this Agreement.

#### **L. Protection and Services**

1. *Law Enforcement*
  - a. Operator-employed security personnel have only the authority of private citizens in their interaction with Park visitors. They do not have the authority of commissioned law enforcement officers.
    - i. The Service may require the Operator to provide security personnel at Premises.
    - ii. The Operator must secure buildings, equipment, and facilities, specifically including the Premises, under its control.
    - iii. According to the schedule in the Initial and Recurring Due Dates table at the end of these Operating Requirements, the Operator must develop a Crime Prevention/Physical Security Program that includes any and all structures assigned within the Premises. In developing this program, the Operator must coordinate with the Service and U.S. Park Police (USPP) and submit an approved and signed copy of this program's plan to the Service.
    - iv. The Operator must immediately report to the Service any observed violations of the law.
    - v. The Operator must immediately report all fires, medical emergencies, accidents, or other incidents by immediately using "911" reporting procedures. After using the "911" reporting procedures, the Operator must contact the USPP at (202) 610-7500. The Operator must post and make available the USPP contact information to the public and its employees. Within 48 hours of the incident, the Operator must report the incident to the Park commercial services office.

## 2. *Structural Fire Protection*

### a. Operator

- i. The Operator must integrate structural fire and life safety procedures into its Risk Management Program. The Operator has the responsibility to ensure that all Premises meet federal, state, and local codes. The Operator must ensure that it installs, operates, inspects, tests, and maintains appropriate fire detection and suppression equipment in accordance with Applicable Laws, including, but without limitation, NPS Director's Order #58 and Reference Manual #58. These requirements extend to all facilities including land-side and water-based facilities.
- ii. The Operator must submit to the Service a Fire Prevention Plan prepared in accordance with 29 C.F.R. 1910.1200, according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. The Operator must reference this plan as part of the Operator's Risk Management Program.
- iii. The Operator must employ a "no tolerance" policy regarding tampering with smoke or fire detectors or fire extinguishers.
- iv. The Operator must report all fires and violations of the law immediately to the Service.
- v. The Operator must provide and maintain fire hoses and nozzles and hose boxes within Premises.
- vi. The Operator must post a fire or emergency exit plan in each of its buildings.
- vii. The Operator must conduct routine fire drills of all Premises as required by NPS RM-58 (Structural Fire Management), including any amendments, supplements or replacements made by the Service throughout the term of this Agreement. The Operator must maintain documentation of fire drills and training and make this documentation available to the Service upon request.
- viii. The Operator must have a qualified fire inspector or fire protection engineer licensed by the District of Columbia and approved by the Service to perform interior and exterior fire and life safety inspections of the Premises annually, or at a greater frequency if deemed necessary due to occupancy changes or risk, as required by RM-58 and NPS policy. The Operator must maintain written records verifying the completion of such inspections and provide these records to the Service upon request.
- ix.
- x. The Operator must inspect all Fire Detection and Notification System devices on a monthly basis where applicable. The Operator must document and maintain records of fire extinguisher and other fire and life safety system components and device inspections, and the Operator must provide a copy to the Service, upon request. The Operator must maintain this documentation for a minimum of three years.
- xi. A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. A licensed sprinkler system contractor must perform semi-annual and annual inspection, testing, and maintenance.
- xii. Properly trained Operator staff must perform monthly visual inspections. These periodic inspections must include the following where applicable:
  - a) *Fire Suppression Systems (Sprinkler)*: The Operator must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), to include monthly visual inspections and semi-annual and annual testing and maintenance.
  - b) *Fire Suppression Systems Other* (e.g. Kitchen Hood and Computer Rooms Systems): The Operator must perform periodic inspection, testing, and

- maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).
- c) *Fire Detection and Notification Systems (Fire Alarm)*: The Operator must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).
  - d) *Emergency Lighting and Illuminated Exit Signs*: The Operator must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code).
- b. Service
    - i. In its discretion the Service may conduct fire safety inspections over the course of the Agreement term. The Service will contact the Operator at the time of the inspections so that a representative of the Operator may accompany the Service inspector.
    - ii. The Service may consider fire safety requirements performance in the annual Risk Management Plan in its evaluation.
3. *Emergency Medical Care*
- a. The Operator must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Premises. After using the "911" reporting procedures, the Operator must contact the USPP at (202) 610-7500. The Operator must post and make available the USPP contact information to the public and its employees. Within 48 hours of the incident, the Operator must report the incident to the Park concessions office
  - b. The Operator must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including Cardiopulmonary Resuscitation ("CPR") and use of an Automated External Defibrillator ("AED"). The Operator 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).
4. *First Aid Supplies*. The Operator must maintain basic first aid supplies at all Premises.

## 5. PUBLIC RELATIONS

### A. Required Notices

1. The Operator must post the following notices at all Operator cash registers and payment areas:

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

Please address comments about the Operator or its facilities or operations to the appropriate National Park Service Superintendent at the following addresses:

Superintendent  
National Mall and Memorial Parks  
900 Ohio Drive, SW  
Washington, DC 20024  
Email: NAMA\_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 race, creed, color, ancestry, sex, age, disabling condition , or

national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.”

#### **B. Public Statements**

1. The Operator must notify the Public Affairs Officer of all media inquiries concerning its operations within the Park. The Operator may refer such media inquiries to the Park Public Affairs Officer.
2. The Operator must refer all media inquiries related to operations in the Park, questions about the Park, and incidents in the Park that are unrelated to the Operator’s services to the Park Public Affairs Officer.

#### **C. Signage**

1. Reasonable signage, subject to aesthetic restrictions in keeping with the character of the Park, with respect to size and materials will be permitted. The Operator must submit to the Service, for its review and approval or disapproval, any new signs or changes to existing signs. The Operator must only post professionally created signage. The Operator may provide branded product logos, or a meaningful one-line description of products offered at each kiosk, subject to size restrictions, for display on existing Park directional signs at Operator’s sole cost. If directional signs are altered, the Operator is responsible for the cost of updating signs in the event of a change of concept, and at the expiration or termination of the Agreement. The Service will not approve neon signs.

#### **D. Advertisements and Promotional Material**

1. *Promotional Material*
  - a. The Operator must submit any new or updated promotional material, including websites and social media, to the Service for review and approval, according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.
  - b. The Service may require the Operator to remove any unapproved promotional material. The Operator may send submissions via electronic mail. The Service will make every effort to respond to minor changes to brochures and other texts within 20 days. The Service may require longer periods for major projects or where the Operator requires Service staff assistance to develop the product. The Operator should contact the Service well in advance to establish specific time frames for each project.
  - c. The Operator must publish all advertisements and promotional material double-sided using soy-based inks on minimum 30% post-consumer material paper and/or tree-free products.
  - d. The Operator must provide information to the Service to enable the Service to provide links on the Service website to the Operator’s website.
2. *Advertisement Statements*
  - a. Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Operator to serve the public at the National Mall and Memorial Parks.

#### **E. Use of National Park Service Authorized Operator Mark (Mark)**

1. The Service has an approved Mark it allows commercial services providers to use to advertise the official relationship between the Service and the operator. The Mark will consist of the official NPS Arrowhead and the words “Authorized Operator.”
2. The Service will authorize the Operator to use the Mark at the start of the Agreement in accordance with the approval procedures below.
3. With approval from the Service, the Operator 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 Operator functions or purposes; and signs placed on visitor transportation systems, vessels, and aircraft.
4. The Operator may not use the Mark on merchandise, souvenirs, or clothing presented for sale to the public; Operator employee uniforms; or Operator equipment and transportation equipment not specifically providing mandatory or optional visitor services.
  5. The Operator must use official NPS Arrowhead artwork and Mark layout guidelines provided by the Service upon request.
  6. The Operator must submit a written request to the Service for approval to use the Mark according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. The submittal must include proposed applications and sample layouts. The Operator may not use the Mark until the Service has approved the request and the Operator's proposed layouts in writing.

## **6. SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

### **A. General**

1. The Operator must provide all services in a consistent, environmentally sensitive, and quality manner.
2. Current Service Standards Minimums. The Operator must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following requirements, the Operator must comply with the F&B Quick Service, F&B Temporary Service – Seasonal Pushcarts, and Retail service standards available at <https://www.nps.gov/subjects/concessions/nama-veia.htm> ("Service Standards"). When in conflict, these specific Operating Requirements supersede those identified in the Service Standards.
3. Except for the Lincoln Memorial North Kiosk, at locations where the Agreement requires food and beverage service and authorizes retail service, the Operator must primarily offer food and beverage service.
4. The Operator may not sell food and beverage or retail products outside of the walls of the kiosks, except when using the temporary pushcarts at the designated locations or the Service requests and the Operator agrees to provide temporary food and beverage for a special event.

### **B. Food and Beverage Services**

1. The Operator must provide quick service and temporary food and beverage services in accordance with the Operator's concepts approved as part of the solicitation process for this Agreement.
2. The Operating Plan must provide a detailed definition of the concepts and menus for each location. The Operator may not have the same menu at more than two locations, and a kiosk menu may not be the same menu as the next nearest kiosk.
3. Concepts and menus must comply with National Park Service requirements to provide healthy and vegan friendly alternatives.
4. Major changes to concepts and menus may only be adjusted with the written permission of the Service. Major changes include replacing more than half of the menu items.
5. The Operator must provide a minimum of 15 and a maximum of 25 temporary pushcarts within the 37 approved locations in the Park. Service approval is required for the type(s) of pushcart(s) the Operator uses to provide this service. All of the carts must offer water for sale and 12 of the carts must also offer ice cream or other cold, iced refreshments; other products may be offered with written Service approval. Refer to Attachment A to these Operating Requirements for the 37 pre-approved locations for temporary food and beverage service and zones restricted for pushcarts; all other locations must be approved by the Service. Three of the pushcarts must provide only beverages (including water) at the

- locations designated as “beverage only cart”. The Operator may store pushcarts inside of the kiosks as space allows but may not store the pushcarts outside of the kiosks.
6. Authorized Temporary Mobile Food and Beverage for Special Events. For certain special events, the Service may request the Operator to provide temporary mobile food and beverage services. The Service will work with the Operator to define the scope, location, and duration of the temporary mobile food and beverage service for each special event request. The Operator must comply with the NAMA VEIA F&B Temporary Service – Special Events service standards, available at <https://www.nps.gov/subjects/concessions/nama-veia.htm>, in providing these services.
  7. The Operator must ensure it communicates its offerings to all customers, regardless of language spoken.
  8. Facility Use. The Operator may not use the Premises to provide any food and beverage service outside the Park.
  5. Healthy and Sustainable Food Offerings. The Operator must ensure it meets the Service’s Healthy Food Standards available at <https://www.nps.gov/subjects/concessions/nama-veia.htm>, and the Service encourages the Operator to adopt Sustainable Food Guidelines consistent with these standards.
  6. *Alcoholic Beverage Sales*
    - a. The Operator may sell alcoholic beverages (beer and wine only) from the kiosks with the prior approval of the Service. Any alcoholic beverage served must be consumed within the Premises. The Operator must inform customers they must consume the alcoholic beverage within the Premises.
    - b. Liquor Certifications. If the Operator, with Service approval, serves alcoholic beverages, the Operator’s sale of alcohol must comply with all District of Columbia laws, including fee and license requirements. One full-time manager that has attended a liquor law training program must oversee the alcoholic beverages operation. The Operator must ensure all employees involved in selling or serving alcoholic beverages are trained in compliance with all Applicable Laws.
    - c. No promotional activities, events, or functions must center on alcoholic beverages. The Operator must keep promotional advertising of alcohol to a minimum. The Service will not permit banners or posters.
  7. *Hand Sanitizer*. The Operator must offer visitor waterless hand sanitizer at each location where it serves food.
  8. *Trash Management*. To minimize attraction of and interaction with wildlife, the Operator must pick up and remove from the Park all garbage, trash and litter within 25 feet of the Premises.

### C. Retail

1. *Standards*. In addition to the retail service standards available at <https://www.nps.gov/subjects/concessions/nama-veia.htm>, the following section outlines requirements for the Operator’s retail services.
2. The Operator must offer a broad range of unique souvenirs, gifts, and other retail items that are:
  - a) Appropriate for the season,
  - b) Reflective of special events for national days of celebration and commemoration, or
  - c) Relevant to the memorials and monuments located near the kiosk.
3. The Service must approve all items offered for sale in the Park. At minimum, the Operator must submit a merchandise plan that contains a listing and description of products proposed to be sold in the Park for approval according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.

## 7. REPORTING REQUIREMENTS

### A. Operator Reports

The Operator must provide the Service with the following reports in addition to those otherwise identified in these Operating Requirements. The Operator 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 Operator'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 Operator must immediately report the following to the Service by calling the USPP at (202) 610-7500. The Operator must provide an aggregated report of these incidents to the Service according to the schedule of Initial and Recurring Due Dates found at the end of these Operating Requirements:
  - a. Any fatalities or visitor-related incidents that 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 Park's resources
  - g. Any known or suspected violations of the law
3. *Human Illness Reporting.* The Operator must make initial reports on all human communicable illnesses by telephone to the Park's commercial services specialist at 202-289-4712 and the U.S. Public Health Service at 202-619-7070.
4. *Hazardous or Non-hazardous substance spills*
  - a. The Operator must immediately report spills to the USPP at 202-610-7500
  - b. In addition, within 24 hours, the Operator must report spills to the following:
    - i. Chief of Resource Management: 202-245-4711
    - ii. National Response Center: 800-424-8802 EPA Region 3, 24-hour hotline: 215-814-5000
    - iii. State and local regulatory agencies
    - iv. Service commercial services specialist at 202-289-4712.
5. *Certificates of Insurance.* The Operator must provide annual updated certificates of insurance according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements and in accordance with the Agreement. The Operator must deliver copies of the full insurance policies to the Service upon request.
6. *Visitor Comments.* The Operator must provide tabulated summaries of all visitor comments to the Park collected through comment cards and on-line processes in a format approved by the Service, according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.

### B. Operational Reports by Use

1. According to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements, the Operator must submit a monthly operational report according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements. The report must include all operational statistics for each kiosk and pushcart, as noted in this section.
2. According to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements, the Operator must submit an annual summary report. The Operator must present this data in a concise, electronic spreadsheet form.



3. *Food and Beverage*
  - a. For each kiosk: number of covers served by meal period, with corresponding revenues and average check amount per cover.
  - b. For each temporary pushcart, type of cart (e.g. ice cream, beverage), number of transactions by location per day, with corresponding revenues and average check amount per cover.
  - c. Number of food and beverage employees
4. *Retail*
  - a. Revenue by merchandise category (e.g., gifts and souvenirs, convenience, apparel)
  - b. Average retail check
  - c. Number of transactions
  - d. Number of retail employees
  - e. Total number of permanent full-time employees, and number of part time or seasonal employees.

### C. Operator Financial Reporting

In addition to the Annual Financial Report (AFR) required by the Agreement, the Service requires the following financial reports. For these reports, the Operator must develop a format based on currently accepted accounting practices. **Each revenue-producing department (i.e. food and beverage, retail, etc.) for each kiosk and pushcart (e.g., Air and Space Kiosk, Lincoln Memorial North Kiosk, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses.** The Service and Operator will agree upon the report format at the inception of the Agreement.

1. *Annual Budget.* A budget including detailed utilization, revenue and expense projections, submitted according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.
2. *Financial Forecast.* A pre-season financial forecast for each business activity compared to annual budget according to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements.
3. *Annual Statement of Capital Renovation Account.* According to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements, the Operator must submit a summary of account activity for the preceding year. The summary should include monthly deposits, a brief description of the projects on which funds were spent, and the year-end balance in the account.
4. *Monthly Payments Report.* According to the schedule noted in the Initial and Recurring Due Dates table at the end of these Operating Requirements, and as part of the monthly Operational Reports, the Operator must submit the privilege fee and Capital Renovation Account deposits made in the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

### D. Risk Management and Environmental Management Program Reports

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

1. *Risk Management Program Reporting.* This Exhibit outlines accident reporting and other requirements.
2. *Environmental Management Program Reporting.* This Exhibit and Exhibit 4 specifies environmental reporting requirements.

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

The following pages summarize the primary operating reporting responsibilities of the Operator to the Service found in the Agreement and its Exhibits.

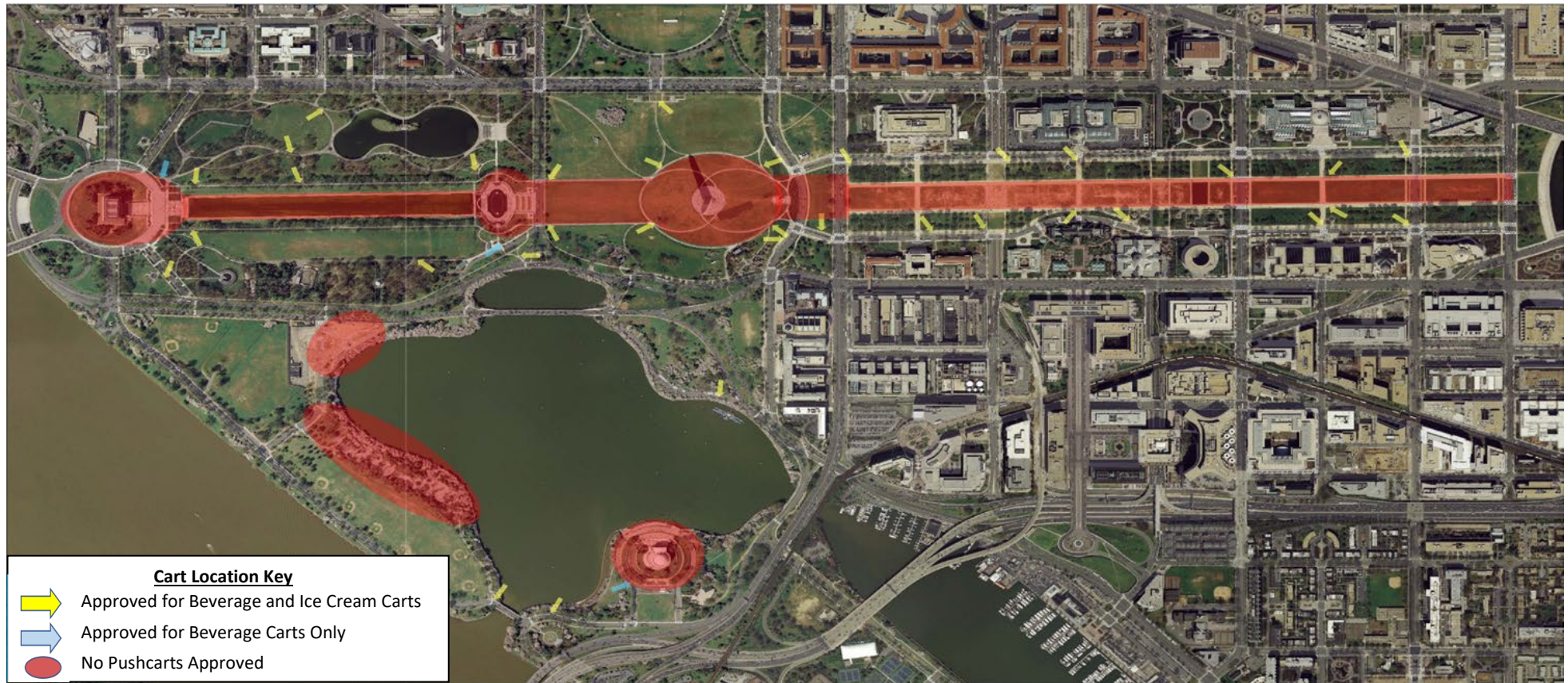
Title	Schedule	Initial and Recurring Due Dates
Employee Handbook	Initial/Recurring	Within 60 days of the Agreement's effective date, and as updates occur
Employee Contact Information List	Initial/As Updated	Within 30 days of the effective date of the Agreement, and as updates occur
Structural Fire Management Plan (SFMP)	Initial/As Updated	Within 120 days of the Agreement's effective date, and as updates occur
Inspection, Testing, and Maintenance (ITM) of Fire Protection Systems	Initial/Annually	Initial ITM documentation due within 120 days of the Agreement's effective date, and thereafter by December 31 annually
Crime Prevention/Physical Security Program	Initial/As Updated	Within 90 days of the Agreement's effective date, and as updates occur
Merchandise Plan	Initial/ Annually	Within 90 days of the Agreement's effective date, and thereafter by July 1 of the year prior to operating year
Customer Satisfaction Monitoring System	Initial/As Updated	Within 30 days of the Agreement's effective date, and as updates occur
Electronic Report of Customer Survey Responses	Initial/Monthly/Annually	Within 30 days of the Agreement's effective date, 15 <sup>th</sup> of each month, and February 15 (Annually)
Risk Management Plan	Initial/Annually	Within 120 days after the Agreement's effective date; updates due by December 31 (Annually)
Fire and Life Safety Building Inspection	Initial/Annually	Within 30 days after Agreement's effective date, and on the anniversary of that same date annually
Environmental Management Program	Initial/Annually	Within 120 days after the Agreement's effective date; updates due by December 31 of each year

Annual Financial Report	Annually	Not later than 120 days after the last day of the Operator's fiscal year.
Annual Budget and Financial Forecast	Annually	December 31 of each year
Statement of Capital Renovation Account	Annually	Not later than 120 days after the end of the Operator's accounting year.
Signs and Changes to Signs	Initial/As Updated	Within 30 days after Agreement's effective date and as updated
Advertising and Promotional Materials	As Updated	15 days prior to publication, distribution, broadcast, etc.
Use of the Mark	Initial/As Updated	Within 30 days of Agreement's effective date and as updated
Certificates of Insurance	Initial/ Annual	At the time insurance is first purchased and annually thereafter
Minimum Hours of Operation	As Updated	14 days prior to implementing change of schedule
Privilege Fee Deposit	Monthly	By the 15th day after the last day of each month of operation
Capital Renovation Account Deposit	Monthly	By the 15th day of each month
Operational Reports	Monthly/Annual	By the 15th day of each month of operation and annually by January 31
Aggregated Incidents Report	Monthly	By the 15th day of each month

Approved effective \_\_\_\_\_, 20\_\_

\_\_\_\_\_

## ATTACHMENT A: APPROVED LOCATIONS FOR SEASONAL PUSHCARTS



Arrows indicate locations currently approved for seasonal pushcart operation. Yellow arrows indicate the location is approved for beverage and ice cream sales; blue arrows indicate approval for beverage sales only. Red areas indicate zones where pushcart operations will not be approved.