

**EXHIBIT A**  
**OPERATING PLAN**

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## 1) Introduction

This Operating Plan between [Concessioner Name] (the Concessioner) and the National Park Service (the Service) describes the Concessioner's and the Service's specific operating duties about those lands and facilities within Click here to enter Park Unit Name (the Area) that are assigned to the Concessioner for the purposes the Contract authorize.

If there is any conflict between the Contract terms and this Operating Plan, the Contract terms, including its designations and amendments, will prevail.

Annually, the Superintendent will review this plan after consulting with the Concessioner and revised as the Superintendent of the Area decide is necessary. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions will be reasonable and in furtherance of the purposes of the Contract.

## 2) Definitions

Besides all the Contract's, its Exhibits', and 36 C.F.R. Part 51's defined terms, the following definitions apply to this Operating Plan.

### A) Environmentally Preferable

Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

### B) Post-consumer Material

Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

### C) Recycling

The act of producing new products or materials from previously used and collected materials.

### D) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as the may be amended, supplemented, or superseded throughout the Contract term. Service Policy includes, for example, NPS-48. Service Policy is available on request from the Service.

## 3) Management Responsibilities

### A) Responsibilities of the Concessioner

- (1) The Concessioner is responsible for conducting daily concession operations in the Area as the concessions contract and the attachments state. In conducting these concessions operations, the Concessioner will follow and carry out the Service's policies and directives.
- (2) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate one representative, the on-site manager, who has full authority to act as a liaison in all administrative and operational matters involving concessions within the Park.
- (3) The on-site manager will furnish the Service with an initial list identifying concessions management and supervisory personnel and their job titles, with updates as changes occur.
- (4) The Concession operation shall follow the Americans with Disabilities Act (ADA).

**B) Definition of Service Roles and Responsibilities**

- (1) The Superintendent. The Superintendent manages the Park operation, including concessions operations. The Superintendent carries out the Service's policies and directives. Through Service representatives, the Superintendent reviews, supervises, evaluates, and coordinates concession activities related to the Park. Monitoring Contract compliance includes evaluating all concession operations and services and reviewing and authorizing all rates and other daily operations.
- (2) Business Manager. Serves as the primary point of contact with the Concessioner and coordinates the functions of other Service divisions regarding concessions operations. The Business Manager makes recommendations on all aspects of the Concessioner's operations to the Superintendent. The Business Manager ensures necessary evaluations and inspections are performed, including those the United States Public Health Service (USPHS), Park Safety Officer (including fire inspections), and the Concessioner Review Program require. The Business Manager ensures all Concessioner rates are approved based on current comparability studies or other applicable guidelines. The Business Manager has line authority from the Superintendent to make field decisions, which pertain to concessions operations, and acts as liaison between the Concessioner and Superintendent. The Business Manager is responsible for certain matters regarding the fiscal management associated with the concession contract, including the collection, and recording of franchise fee payments.
- (3) Other Divisions
  - (a) Chief Ranger. Initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions. These duties include law enforcement, safety, search and rescue, fire control and suppression, resource protection, emergency preparedness administration, and the lost and found program. The Chief Ranger is the point-of-contact for the on-site manager to resolve law enforcement issues.
  - (b) Chief of Interpretation. Responsible for visitor information, interpretation, and community outreach programs in the Park. The on-site manager will work with the Chief of Interpretation to resolve routine matters relating to interpretation of the Park's resources.
  - (c) Chief of Maintenance. Responsible for the picnic grounds, trails, signs, buildings, docks, moorings, and the Park's general maintenance.
  - (d) Chief of Resource Management. Responsible for studying, inventorying, monitoring, restoring and management of natural and cultural resources. This includes threatened and endangered species of marine mammals and sea turtles.

**4) Specific Operating Standards and Guidelines****A) General**

The Concessioner will provide all services in a consistent, environmentally sensitive, and high-quality manner and will operate per the operating standards as the Service's Concessioner Operational Performance Standards define. The applicable Service standards, Water Ferry Transportation and Convenience Store and Souvenir, Gifts, & Recreation Store, specify the minimum operating standards that the Concessioner will meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

**B) Required Visitor Services**

The Concessioner is required to provide the following visitor services during this Contract term:

- (1) Ferry from Harkers Island to the South Core Banks and Shackleford Banks.
  - (a) Harkers Island pick-up and drop-off location is located at the Park visitor boat basin.
  - (b) South Core Banks drop-off and pick-up locations are located at the Lighthouse dock and anywhere on the sound side beach from Milepost 40 South to Power Squadron Spit.

- (c) Shackleford Banks drop-off and pick-up locations are located at the Shackleford Banks dock and anywhere on the beach between the Shackleford Banks dock and the Beaufort Inlet.
- (2) The Concessioner will provide land transportation services originating from a designated location within the Cape Lookout Lighthouse Area on the South Core Banks.
  - (a) The Lighthouse Area is defined as Milepost 40 South to Power Squadron Spit on the South Core Banks.
  - (b) The Concessioner will work with the Service to develop vehicle route maps for land transportation services.

## 5) Passenger Ferry Service

### A) Requirements

- (1) Vessels the Concessioner used to provide ferry service to the visiting public will meet all regulatory requirements for an operation including but not limited to the U.S. Coast Guard (USCG) license and safety requirements for North Carolina and all other applicable federal, state, and local laws.
- (2) Vessels the Concessioner used will be clearly signed to identify the vessels as those belonging to the Concessioner and serving Park visitors. The Superintendent shall pre-approve vessel color, signs, and logos.
- (3) Additions to the Concessioner vessel fleet (type, capacity, and configuration) will have prior the Superintendent's written approval.
- (4) Vessels will be able to operate, dock, and move in the identified harbor at Harkers Island. Vessels will be able to traverse the shallow waters from departure locations to designated landings in the Park. Vessels will be able to disembark all passengers at authorized docks and directly on the beach at authorized arrival sites.

### B) Passenger Schedule

The Concessioner will provide scheduled passenger ferry transportation throughout the year. Ferry service will be provided from the defined departure and arrival locations defined in the above Required Visitor Services.

### C) Vessel Specificity

The Concessioner is required to use two mid-size vessels (minimum 35 passenger capacity each) and one smaller vessel (minimum 13 passenger capacity) to provide ferry services at the Harkers Island departure location for a total of 3 vessels. Additional vessels may be used to provide ferry services per the Superintendent's written approval. Changes to the below inventory requires the Superintendent's written approval.

- (1) Vessel 1 & 2 (Harker Island – Minimum 35 Passenger Capacity)
  - (a) Name of Vessel
  - (b) Registration Number
  - (c) Description of Ferry Boat (make, model, year, and engine specifications):
  - (d) Length and Width of Ferry Boat
  - (e) Passenger Capacity
- (2) Vessel 3 (Harkers Island – Minimum 13 Passenger Capacity)
  - (a) Name of Ferry Boat
  - (b) Registration Number
  - (c) Description of Ferry Boat (make, model, year, and engine specifications):
  - (d) Length and Width of Ferry Boat
  - (e) Passenger Capacity

### D) Licenses and Tariffs

Copies of all licenses and tariffs will be submitted to the Service on receipt and at least annually.

- (1) Each vessel captain (operator) will be licensed, as the USCG required.
- (2) Each vessel will be equipped with a marine radio the Federal Communications Commission (FCC) licensed.
- (3) Copies of captains' licenses, vessel operating certificates, FCC licenses, and USCG inspections will be kept by the Concessioner at their place of business.
- (4) Copy of North Carolina Utilities Commission tariff.

**E) Vessel Acquisition**

The Concessioner will own or control all vessels the Concessioner used in performing this Contract. If changes to the fleet are proposed after the Contract award, the Superintendent's prior written approval is required before placing the vessel(s) into operation. Any changes to the Concessioner's fleet will have the prior written approval of the Superintendent.

**F) Mitigation of Disturbance**

The Concessioner will minimize noise generated from its operations, including without limitation, engine use (rpms) at docks to minimize noise levels and emissions. The Concessioner will take every precaution to ensure that vessel wakes will not injure a visitor, damage other vessels and facilities, or damage Park resources.

**G) Dock Space**

The Service will provide dock space to the Concessioner at Harkers Island for up to two mid-size vessels (maximum size to not exceed 14 feet by 50 feet in each slip space) and one smaller vessel (maximum size to not exceed 8 feet by 27 feet in slip space).

**H) Outfitting and Equipment**

All vessel equipment including, but not limited to, life vests, life rafts, other flotation devices, first aid equipment, marine radio, and navigation equipment will meet or exceed all USCG requirements and standards.

- (1) Life vests. Every vessel will provide life vests per USCG and North Carolina regulations.
- (2) Flotation Devices. At least one type IV personal flotation device (like a throwable seat cushion or ring buoy) and one throw bag device will be available for use by crew and visitors per vessel.
- (3) First aid kits. Will meet applicable laws and regulations for the type and size of the ferry boat and the maximum passenger capacity.
- (4) Operable FCC acceptable marine radio. The Concessioner will have an operable FCC marine radio on board all vessels and will provide the Service with the channel(s) used for general communication. All emergencies shall be communicated on Channel 16. The Concessioner shall have a second communication device on each vessel, like a cell phone.
- (5) Miscellaneous. Any other supplies and equipment the Service or the USCG require as necessary for visitor safety.
- (6) Protection from Inclement Weather. Vessels will be outfitted to minimize the effects of inclement weather or sea conditions on passengers.
- (7) Safety Instructions. The Concessioner's employees will provide patrons with safety instructions before leaving the dock to include, at a least, the following information:
  - (8) Location of life jackets and proper fit and use
  - (9) Location of first aid kits and fire extinguishers
  - (10) Man overboard procedures.
  - (11) Boat grounding procedures

**I) Safety Inspections**

The Concessioner's vessels will be maintained per the USCG safety standards, since the USCG is the governmental agency primarily responsible for periodically inspecting the maritime ferry vessels. The Service reserves the right to inspect the Concessioner's ferry vessels at any time.

**J) Log**

The captain of each vessel will maintain a daily log specifying the number and type of trips made, the captain and crew, the number of passengers carried, and any incident that occurred. The log will also

record maintenance and other items of documents as the USCG require. This log will be made available for the Superintendent’s review on request. This log may be maintained on the vessel(s) or at the Concessioner’s business location.

**K) Training and Standards**

Concession vessel captains and mates will be certified in cardio-pulmonary resuscitation (CPR) and standard first aid. The certification program will meet or exceed the latest American Red Cross guidelines and standards for first aid. and will address adults, children, and infants.

**M) Schedule of Operations**

- (1) General. The Concessioner will operate daily and maintain a weekly schedule of service each calendar year.
- (2) Cancelling Services. The Concessioner will cancel services when there are hazardous conditions that could cause unsafe situations for visitors or might damage ferry vessels or Park resources. The Concessioner may not cancel services due to regular or normal maintenance activities.
  - (a) Vessel maintenance and regulatory requirements will be scheduled and pre-planned to avoid an interruption in normal ferry service. The Concessioner will pre-coordinate the use of a backup vessel to use during unusual or emergency circumstances to avoid service disruptions.
  - (b) The Superintendent will be notified in writing a least 48 hours before any anticipated cancellation. The Superintendent will be notified immediately by phone with any unanticipated cancellation.
  - (c) The Concessioner will notify visitors of trip cancelations by email or telephone at least 24 hours before the trip departure time. The Concessioner will notify visitors at the earliest time possible when trips are cancelled due to a last-minute unexpected event or emergency.
- (3) Ferry Schedule
  - (a) The Concessioner will provide required services for Park visitors every day of the year (364 days) except on December 25 (Christmas Day), weather permitting.
  - (b) The Concessioner will follow Service approved schedules unless there are fewer than four passengers per trip. In the case of less than four passengers, the Concessioner will not be required to provide ferry service. However, the Concessioner shall try to accommodate visitors interested in traveling to the Park on a particular date by coordinating and combining the desired departure times of different visitors on that day into individual trips which would meet or exceed the four-passenger minimum.
  - (c) The Concessioner is not allowed to operate before 7:00 a.m. and after 7:00 p.m. unless the Superintendent approved in writing.
  - (d) The Concessioner will provide a 9:00 a.m. departure from Harkers Island and will provide a return departure from South Core Banks at 5:00 p.m. when Lighthouse climbs are being provided.
  - (e) The Concessioner will submit a written schedule of proposed changes of the operating hours for all services for the Superintendent's approval. No schedule changes will be implemented without the Superintendent's approval.
  - (f) The Concessioner will follow the parameters the following schedule defines.

<b>May 15 to September 15</b>	<b>March 1 to May 14</b>	<b>September 16 to November 30</b>	<b>December 1 to February 29</b>
Minimum of 8 daily departures from each site	Minimum of 5 daily departures from each site	Minimum of 5 daily departures from each site	Minimum of 1 daily departure from each site

## 6) Land Transportation

### A) General Requirements

- (1) The Concessioner use vehicles to provide land transportation to the visiting public will meet all North Carolina's road safety requirements and licensing and follow all Service requirements, regulations, policies, and objectives concerning the Park.
- (2) All vehicle drivers will follow applicable local, state, and federal laws concerning commercial vehicle operations.
- (3) Vehicles (type, capacity, and configuration) will have the Superintendent's or designee's prior approval.
- (4) The Concessioner is required to provide land transportation from May 15 to September 15 and authorized to provide this service as early as March 16 and as late as December 31.
- (5) The Concessioner is not allowed to have any vehicles on the South Core Banks from January 1 to March 15.
- (6) Land transportation vehicles the Concessioner use will be clearly signed to identify the vehicles as belonging to the Concessioner and serving Park visitors. Superintendent or designee will pre-approve the vehicle colors, signs, and logos.
- (7) Vehicle Routes. The Concessioner may operate on all routes available to off-road vehicle (ORV) use from Milepost 40 to all points south. The Concessioner may have to adjust routes to accommodate resource and safety closures.
- (8) Operable radio system. The Concession will have an operable radio on board all vehicles and will provide the Service with the channel(s) used for general communication. The Concessioner will have a second communication device on each vehicle, like a cell phone.

### B) Vehicle Specificity

The Concessioner will use 2 vehicles (minimum 10 passenger capacity each) to provide land transportation services at the Cape Lookout Lighthouse Area along authorized vehicle routes. Additional vehicles may also be used to provide land transportation services per the Superintendent's or designee's approval. Detachable trailers may also be used to provide land services with Superintendent approval. Trailers will be designed and certified by a manufacturer or fabricator to carry passengers and follow all applicable Americans with Disability Act (ADA) and safety laws and regulations.

- (1) Land Vehicle 1
  - (a) Name of Vehicle:
  - (b) Registration Number:
  - (c) Description of Vehicle (make, model, and year):
  - (d) Passenger Capacity:
- (2) Land Vehicle 2
  - (a) Name of Vehicle:
  - (b) Registration Number (make, model, and year):
  - (c) Description of Vehicle:
  - (d) Passenger Capacity:

### C) Storage

The Concessioner is allowed to use a small movable storage shed at the Cape Lookout Lighthouse Area to store a minimal amount of equipment and supplies. The Concessioner will receive written approval from the Superintendent regarding the type and location of the shed.

### D) Schedule of Operations

- (1) General. The Concessioner will operate daily from May 15 to September 15 and maintain a schedule of service each calendar year. The Concessioner will operate only during daylight hours.

- The Concessioner is required to provide at least two roundtrips per day originating from the Lighthouse Area unless there are fewer than two visitors for a particular scheduled trip.
- (2) Cancelling Services. The Concessioner will cancel services when there are hazardous conditions that could cause unsafe situations for visitors or might damage transportation vehicles or Park resources.
    - (a) The Concessioner may not cancel services due to regular or normal maintenance activities. Transportation vehicle maintenance will be scheduled and planned to avoid an interruption in normal service.
    - (b) The Superintendent will be notified in writing within 48 hours with any anticipated cancellation and immediately by phone with any unanticipated cancellation.
    - (c) The Concessioner will notify visitors of trip cancellations by email or telephone at least 24 hours before the trip departure time, unless trip cancellations are caused by a last-minute unexpected event or emergency circumstances, in which case visitors will be notified at the earliest time possible of the trip cancellation.

## 7) Training

The Service is responsible for providing general orientation sessions for concession employees. The Superintendent or designee will conduct any additional orientation programs by the Concessioner requests at the Superintendent's discretion. Concession employees will attend annual Service training sessions.

### A) General

The Concessioner must training its employees to perform the functions and services the Contract and in this Operating Plan specify.

### B) Protecting Natural and Cultural Resources

- (1) The Concessioner and its employees will ensure all artifacts found or seen during ferry and land transport remain undisturbed. The Concessioner will immediately report (when safe) any artifact disturbance to the Superintendent or designee.
- (2) Visitors are prohibited from discharging anything overboard the ferry vessels and land transport vehicles. The Concessioner will maintain a litter free environment and follow the Park's Trash Free Park and Leave no Trace Programs.
- (3) The Concessioner will train staff to minimize the use of plastic bags, turtle hazards, and other potential resource hazards.

## 8) Public Relations

### A) Required Notices

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

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

Please address comments to:

Superintendent  
Park Headquarters  
Cape Lookout National Seashore  
131 Charles Street  
Harkers Island, North Carolina 28531  
[CALO\\_Superintendent@nps.gov](mailto:CALO_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 based on race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

## **B) Public Statements**

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

## **C) Advertisements and Promotional Material**

### (1) Promotional Material

- (a) Approval. The Concessioner will submit to the Service any new or updated promotional and public information and material before use or publication for review and approval **at least 30 calendar days before projected need**. This includes all promotional material, including website information. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well before to establish each project's specific timeframes.
- (b) Changes. The Concessioner will submit all promotional media (including websites) changes to the Service for review **at least 30 days calendar before projected need** or printing dates. The Service will make every effort to respond to minor changes to brochure and other media within 15 days.
- (c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and print double-sided wherever feasible.
- (d) Websites. The Concessioner will provide accurate, up to date information to the Service to provide links from the Service website to the Concessioner's website.

### (2) Required Statements

- (a) Advertisements will include a statement that the Service and the Department of the Interior authorize Concessioner to serve the public within the Area.
- (b) Advertisements for employment will state that the company is an equal opportunity employer.
- (c) Identification. All advertising material and relevant signage will identify that the Service authorizes Concessioner to operate with a statement like, "The operations conducted within the waters and on the lands of Cape Lookout National Seashore are authorized under a concession contract with the National Park Service." All advertising will clearly show the Concessioner's name, business location, phone number, website, and email address, if applicable.

- (3) Social Media. The Concessioner may use social media outlets. The Concessioner will provide the layout and general content of the social media site for approval **at least 10 business days before** making the site accessible to the public. The Concessioner will use the following Service-approved language in the description of the Concessioner on social media sites:

(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within Cape Lookout National Seashore.

- (a) Postings, Comments, Photos and Other Social Media Content. Content will be accurate, professional, and relevant to the concession operation or Area themes. Content containing general information about the Area, Concessioner or the nearby communities does not require the Service's pre-approval. The Concessioner will monitor content and comments visitors post to the page and remove any content that is inaccurate, offensive, or irrelevant.

All social media content is subject to the Service's review and the Concessioner will remove postings on the Service's request.

- (b) All advertising and promotional content for social media sites if different from previously approved for other media will be Service approved.
- (4) 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) Authorized Users. The Concessioner is authorized to use the Mark when the Contract starts per the approval procedures below. The Concessioner will have received a superior, satisfactory, or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
  - (c) Authorized Uses of the Mark. 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 vessels.
  - (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.
  - (e) Artwork, Layout and Use. The Concessioner will use the official authorized mark artwork provided by the Service. Layout and use will be per the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
  - (f) Approval Procedures. The Concessioner will submit a written request to the Service for approval to use the Mark. The submittal will 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.

## **9) Reservations**

### **A) Reservation Criteria**

- (1) The Concessioner may accept reservations no more than one year before the requested dates.
- (2) A reservation deposit equal to the rate for current services may be required to hold the reservations. No over-booking will be permitted.
- (3) A full deposit refund will be made if a reservation is cancelled more than 48 hours before.
- (4) The Concessioner will notify visitors immediately if a reserved ferry or land transport needs to be cancelled due to hazardous weather conditions, emergencies, and Park closures. Visitors will be fully refunded when the Concessioner cancels the trip.
- (5) The Concessioner will make tickets and reservations available for sale online, by telephone, and in-person.
- (6) The Concessioner will implement a system to track individual passenger loading and un-loading for counting and safety purposes. The Service will approve this tracking system. The reservation and ticketing system will be able to generate accurate and auditable sales reports as well as monthly and annual passenger ridership reports.

## **10) Rate Approvals**

### **A) Rate Determination**

The Concessioner's rates and charges to the public must follow Section 3(e) of the Contract, including without limit, the Service must approve the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination the Service specifies, using the methods stated below. As this Operating

Plan uses, each specified method means the same as stated in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide"), as amended, supplemented, or superseded throughout the Contract term. A copy is available on the NPS Commercial Services website.

- (1) Passenger ferry. Rates are set using Competitive Market Declarations ("CMD").
- (2) Land transportation. Rates are set using CMD.
- (3) Limited merchandise. Rates are set using CMD.
- (4) Food and Beverage. Rates for menu items are set using the CMD.
- (5) UTV rentals. Rates are set using CMD.

## **B) Management of Rates under the CMD Method**

The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.

### **(1) Rate Adjustment**

The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.

### **(2) Service Rate Monitoring**

- (3) The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in Section 7.A of this Operating Plan and available data on the Concessioner's competitors.

### **(4) Concessioner Rate Monitoring Plan**

Within 60 days of the contract effective date, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the NPS. The concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:

- (a) Monitoring by service type
- (b) Competitors by service type
- (c) How it will track competitor pricing
- (d) What its strategy is for pricing against competitors
- (e) How it will monitor utilization
- (f) How it will monitor visitor satisfaction

### **(5) Rate Monitoring Information**

The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned to its operational performance report.

## **C) Published Rates and Compliance**

### **(1) Approved Rate Posting**

The Concessioner must prominently post all rates for goods and services available to visitors. In the case of Comparability, Core, MSRP, and Markup, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service.

### **(2) Rate Compliance Monitoring**

The Service checks rate compliance during periodic operation evaluations and throughout the year. In the case of rates set through Comparability and Core methods, approved rates must remain in effect until superseded by changes approved in writing by the Service.

(3) **Published Rate Monitoring**

The Concessioner must ensure no published rates exceed the maximum rate approved by the Service, which includes, but is not limited to, Concessioner website, Concessioner telephone reservations system, and third-party booking agents. Third-party companies (travel agencies, online booking engines, etc.) that are selling rooms or services for the Concessioner must sell those rooms or services at or below the Service-approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.

(4) **Complimentary and Reduced Rate**

The Concessioner must provide complimentary tickets for Area personnel, volunteers, and partners performing work-related activities in support of concession visitor services aboard the vessel. These passengers will not displace paying passengers touring the Area. The Concessioner will provide reduced rates to government employees when they are conducting official government business that displaces paying passengers.

## 11) Franchise Fees

- (1) The Concessioner will pay its franchise fees by the 15th of each month in an amount equal to the specified percentage of gross receipts for the preceding month and per the Contract.
- (2) The Concessioner will deposit all franchise fee payments electronically per Applicable Laws. The Concessioner will make Service-approved comment cards available inis the hard copy or electronically to visitors to measure service and quality standards, pricing, product mix, and overall, Park experience. If hard copy, the Concessioner will ensure that an adequate number of comment cards are available at appropriate locations.
- (3) The Service will forward to the Concessioner any comments and complaints received regarding the Concessioner's facilities or services. The Concessioner will investigate and make an initial response within 10 **business** days to any of these complaints. The Concessioner will provide a copy of responses to complaint letters the Superintendent receives that are forwarded to the Concessioner, and a copy of any responses will be forwarded to the Concessioner where not otherwise prohibited. The Concessioner will also respond to any comments and complaints directly received from visitors and will provide the Superintendent or designee with copies of both the comment and complaint and its response.

## 12) Visitor Comments

- (1) The Concessioner will make Service-approved comment cards available in hard copy or electronically to visitors to measure service and quality standards, pricing, product mix, and overall, Park experience. If hard copy, the Concessioner will ensure that an adequate number of comment cards are available at appropriate locations.
- (2) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concessioner's facilities or services. The Concessioner will investigate and make an initial response within 10 days to any of these complaints. The Concessioner will provide a copy of responses to complaint letters received by the Superintendent which are forwarded to the Concessioner, and a copy of any responses will be forwarded to the Concessioner where not otherwise prohibited. The Concessioner will also respond to any comments and/or complaints directly received from visitors and will provide the Superintendent or designee with copies of both the comment/complaint and its response.

## 13) Insurance

The Concessioner shall carry liability insurance as Exhibit F (Insurance Exhibit) of this Contract specify. The Superintendent or designee will review the coverage periodically.

#### **14) Employee Handbook**

The Concessioner shall develop an Employee Handbook that the Superintendent or designee will review and approve before the Contract starts and when any changes occur.

##### **A) Employee Appearance**

All Concession employees are required to wear a company uniform. Uniforms will be practical, consistent in color and style, and distinctively different from the Service uniform. Vessel captain uniforms may include an insignia that distinguishes them as captains of the vessels. Employees are expected to come to work neat and clean regarding all aspects of personal hygiene. While on duty, all employees will wear name tags/patch with first and last names clearly legible.

##### **B) Behavior/Conduct**

The Concessioner will review any of its employees conduct whose acts or activities the Concessioner or the Superintendent consider to be inconsistent with the Park's proper administration and will take appropriate actions to correct the situation.

##### **C) National Park Service Dependents**

The Concessioner will not employ in any status a Service employee, his or her spouse, or the minor child of Service employees without the Superintendent's written approval. Prospective employees may request employment in writing to the Superintendent by the. The Concessioner may not employ the Superintendent's or the Concession Management Specialist's spouse or children.

##### **D) Employee Knowledge of Park Resources**

The Concessioner's staff will be knowledgeable of the Park's natural and cultural history, rules and regulations, programs, and Park issues and management actions. Concession staff will be sensitive to the concerns of the ecosystem and actively support the Service's and Park's goals and mission. The staff will be able to respond adequately to visitor questions concerning the Park. Although the Service has the primary responsibility for interpretive services, the Concessioner's staff may be asked, and will be able and available, to provide basic onboard interpretation. The Service will assist in providing the Concessioner's staff with appropriate interpretive training and information about Park resources and history.

##### **E) Background Checks and Drug Testing**

The Concessioner will run background checks on all employees and will conduct initial and ongoing drug testing on all staff.

#### **15) Lost and Found**

To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it. Concession employees who find lost property are not authorized to receive the unclaimed property. The found property will be annotated in a "Lost and Found" log to include a description of the property, where and when found and by whom, and the property will be properly secured.

If an item is not claimed in sixty calendar days, it shall be turned over to the Service. Unclaimed personal property turned in by Concession employees becomes the U.S. Government's property per the Service Personal Property Management Handbook #44.

#### **16) Emergency Plans**

The Concessioner shall, at the Service's request, participate in the development and periodic revision of the Hurricane Response Plan and other emergency response plans as the Service deemed appropriate.

The Concessioner will follow all parts of the Plan including any closures that may be issued because of a storm potentially damaging Park resources.

#### **17) Risk Management**

The Concessioner will develop and maintain a Risk Management Plan which addresses hurricane response and other emergency situations and includes an appropriate safety program. The initial plan will be developed and submitted to the Service. The Service will review this plan annually per Occupational

Safety & Health Administration (OSHA), National Fire Protection Association (NFPA), USCG, and Service guidelines.

The Concessioner is responsible for immediately reporting to the Superintendent or designee all hazardous material spills and discharges, fatalities, injuries and illnesses, fires, vessel and vehicle accidents, potentially dangerous events or conditions, property damage, and illegal drug use and substance abuse. The Concessioner will inform the Service of any communication with the USCG concerning the incidents. The Concessioner will ensure that all oral reports of the incidents are followed by a written report, including a detailed description of the incident.

## **18) Firearms**

Federal law allows people who can legally possess firearms under applicable federal, state, and local laws, to possess firearms in national parks. It is the Concessioner's duty to understand and follow all applicable local, state, and federal firearms laws.

## **19) Evaluations and Reports**

### **A) Periodic Evaluations**

Service representatives will conduct periodic unannounced evaluations of vessel operations under the concession contract to evaluate follow the Contract and the Operating Plan terms. Normally, two the evaluations will be conducted annually. A copy of the summary and the overall assigned rating will be given to the Concessioner.

### **B) Safety Inspections**

- (1) The Concessioner must conduct and document its own safety inspections. The Service will evaluate the Concessioner's Risk Management Program for compliance annually. This evaluation will be reflected in the annual concession rating.
- (2) USCG certificates of inspections or copies will be onboard each ferry vessel and available for the Superintendent or designee review. Copies of USCG certificates of inspections for each of the Concessioner's vessels will be submitted to the Service within 15 **calendar** days after the Concessioner receives them.
- (3) Captains will hold a current and valid USCG approved captain's license and will provide their captain's license on the Service's request. The Concessioner will submit copies of the captain licenses for each captain the Concessioner employs. Captain licenses will be submitted when the licenses are renewed or when the Concessioner hires new captains and submitted to the Service at least annually. All captains and crew will always carry a valid photo ID and will make it available on the Service's request. The Concessioner will provide a copy of each captain's photo ID when submitting the captain licenses.

### **C) Annual Reports**

- (1) The Concessioner will submit annually, as soon as possible, but not later than one hundred and twenty calendar days (120 days) after December 31, a financial statement for the preceding fiscal year, or portion of a year, as the Director Annual Financial Report) prescribes.
- (2) An annual report (certificate) of insurance shall be submitted by the Concessioner to the Service each year by February 1.
- (3) The Concessioner must provide any annual evaluations and reports from any other regulatory agency, like the North Carolina Utilities Commission.

### **D) Monthly Reports**

- (1) The Concessioner will provide the Superintendent a written report by the 15th of each month with the total number of vessel and vehicle passengers transported to the Park for the previous month. This report will be in submitted to the Service electronically in either Microsoft Word or Excel.
- (2) The Concessioner will provide copies of the preceding monthly reports or logs each month on the same date that the franchise fees are due.

- (3) The monthly report or log will include the date of the vessel and vehicle trip, captain's and driver's name, number of crew, departure and return times, and the total number of passengers transported with the breakout of adult, child, special discounts, and non-paying passengers.

Effective \_\_\_\_\_