



United States Department of the Interior



NATIONAL PARK SERVICE
PACIFIC WEST REGION
333 Bush Street, Suite 500
San Francisco, CA 94104-2828

IN REPLY REFER TO:

5A (PWR-CM)

AUG 14 2018

Mr. Michael Cohen, President
Santa Barbara Adventure Company
32 E. Haley St.
P.O. Box 208
Santa Barbara, CA 93102

Dear Mr. Cohen:


Under Executive Order 13838 certain concession contracts providing seasonal recreational services or seasonal recreational equipment rental are exempt from the previously issued Executive Order 13658 (Establishing a Minimum Wage for Contractors).

We have updated Exhibit B (Nondiscrimination) to your Concession Contract No. CC-CHIS004-17, which includes this exemption. Replace your current nondiscrimination exhibit with the enclosed exhibit.

We appreciate your continued support at Channel Islands National Park and for providing quality visitor services to the public.

If you have any questions, please contact Christopher Fryday at (415) 623-2226.

Sincerely,

for 
Stan Austin
Regional Director, Pacific West Region

cc: Superintendent, Channel Islands National Park
Brian Borda, Chief, Commercial Services, National Park Service

EXHIBIT B**NONDISCRIMINATION****SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC****(a) Employment**

During the performance of this Contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) The Concessioner will comply with all provisions of Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, which are incorporated by reference into this Contract as if fully set forth in this Contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

Exemption: Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.

(8) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The Concessioner will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(b) Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this Contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

(a) Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

(1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

(2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

(3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;

(4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

(5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;

(6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

(7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(b) Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

CATEGORY II CONCESSION CONTRACT
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Channel Islands National Park

Santa Cruz Island - Scorpion

Guided Sea Kayak Tours

CONCESSION CONTRACT NO. CC-CHIS004-17

Santa Barbara Adventure Company

32 E. Haley Street
P.O. Box 208
Santa Barbara, CA 93102
(805) 884-9283
mcohen@SBAdventureCo.com

Doing Business As Channel Islands Adventure Company

Covering the Period March 1, 2017 through February 28, 2027

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IDENTIFICATION OF THE PARTIES

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Pacific West Region, (hereinafter referred to as the "Director"), and Santa Barbara Adventure Company, a Corporation organized and existing under the laws of the State of California, (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, Channel Islands National Park is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (54 U.S.C. §§100101 et seq.), and November 13, 1998 (Pub. L. 105-391 54 U.S.C. §§ 101911 et seq.), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. CC-CHIS004-17 ("Contract") shall be effective as of March 1, 2017, and shall be for the term of ten (10) years until its expiration on February 28, 2027.

SEC. 2. DEFINITIONS

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

(a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) "Area" means the property within the boundaries of Channel Islands National Park.

(c) "Best Management Practices" or "BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this Contract and all real property improvements assigned to the Concessioner under this Contract. The United States retains title and ownership to all Concession Facilities.

(e) "Days" shall mean calendar days.

(f) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(g) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.

(h) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) Charges for employees' meals, lodgings, and transportation;
- (3) Cash discounts on purchases;
- (4) Cash discounts on sales;
- (5) Returned sales and allowances;
- (6) Interest on money loaned or in bank accounts;
- (7) Income from investments;
- (8) Income from subsidiary companies outside of the Area;
- (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;

- (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

- (i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.
- (j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.
- (k) "Superintendent" means the manager of the Area.
- (l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this Contract.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

During the term of this Contract, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this Contract:

	Service	Location
i.	Guided Kayak Tours	Santa Cruz Island – Scorpion

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this Contract and at those times specified in subsection (a) (3) of this Section 3

	Service	Location
i.	Limited Convenience Item Sales	Santa Cruz Island – Scorpion-offered at Concessioner-furnished Storefront ¹
ii.	Snorkel Equipment Rentals & Guided Snorkel Tours	Santa Cruz Island - Scorpion-offered at Concessioner-furnished Storefront ¹

¹This Concessioner-furnished Storefront is personal property provided by the Concessioner pursuant to Section 8(e)(1) of this Contract and at the termination or expiration of the Contract must be removed or otherwise addressed as provided in Section 15(d)(2) of the Contract.

(3) Visitor Services Implemented in Phases. The visitor services set out in this Section 3 are required and authorized in two, discrete phases, as follows: Concessioner is (i) required as of the effective date of the

Contract to provide each and every of the required visitor services that are identified in subsection (a)(1); and (ii) authorized as of any Occupancy Date of Concession Facilities set by the Director (acting through the Superintendent) pursuant to the provisions of Exhibit C of the Contract to provide the authorized services identified in subsections (a)(2).

(b) Operation and Quality of Operation

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this Contract to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this Contract. The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.

(2) The Concessioner shall provide housing and on-site food services for the employees.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this Contract as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall

comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

(a) Employees

(1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this Contract.

(2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.

(3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

(1) If the Concessioner is required to provide employee housing under this Contract, the Concessioner's charges to its employees for this housing must be reasonable.

(2) If the visitor services required and/or authorized under this Contract are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This Contract, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this Contract. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this Contract.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where To Send Notice

All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001

Notices sent to the Concessioner shall be sent to the following address:

Santa Barbara Adventure Company
32 E. Haley Street
P.O. Box 208
Santa Barbara, CA 93102

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this Contract:

(1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.

(2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this Contract.

(b) Environmental Management Program

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this Contract. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this Contract.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this Contract, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain the Director's 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 Contract. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this Contract. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director 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 Area, (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.

(4) Notice of Violation. The Concessioner shall give the Director 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 Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall 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 Concessioner's operations under this Contract, 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 Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this Contract from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys' fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this Contract.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this Contract.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director Review of Content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

(1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this Contract. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this Contract.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this Contract if:

(1) The withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) The operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) Land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this Contract will be treated as a termination of this Contract pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this Contract. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this Contract. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

(g) Utilities

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

SEC. 9. MAINTENANCE

(a) Maintenance Obligation

Subject to the limitations set forth in Section 8(a)(1) of this Contract, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of this Contract.

SEC. 10. FEES

(a) Franchise Fee

(1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal to fifteen and four-tenths percent (15.4%) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited by the Concessioner in accordance with Applicable Laws.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

(d) Adjustment of Franchise Fee

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

(3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.

(4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.

(5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

(6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.

(7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.

(8) Any adjustment to the franchise fee resulting from this section shall be prospective only.

(9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.

(10) During the pendency of the process described in this section, the Concessioner shall continue to make the established franchise fee payments required by this Contract.

SEC. 11. INDEMNIFICATION AND INSURANCE

(a) Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this Contract. This indemnification shall survive the termination or expiration of this Contract.

(b) Insurance in General

(1) The Concessioner shall obtain and maintain during the entire term of this Contract at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this Contract as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section.

The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

- (1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.
- (2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.
- (3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.
- (4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

- (1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this Contract.
- (2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the Contract. The minimum values currently in effect are set forth in Exhibit F.
- (3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.
- (4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this Contract, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.
- (5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States, unless the damage exceeds \$1,000,000. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this Contract to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.
- (6) The commercial property package shall include the coverages and amounts described in Exhibit F.

SEC. 12. BONDS AND LIENS**(a) Bonds**

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this Contract.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this Contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area.

SEC. 13. ACCOUNTING RECORDS AND REPORTS**(a) Accounting System**

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this Contract, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services (SSARS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

Balance Sheet. Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

SEC. 14. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this Contract.

(a) Insurance Certification

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this Contract. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this Contract, and as otherwise required by the Director under the terms of this Contract.

(c) Miscellaneous Reports and Data

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

SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this Contract in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this Contract at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this Contract, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured

within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to bankruptcy or insolvency.

(5) Termination of this Contract for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this Contract for any reason or expiration of this Contract, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this Contract. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

(3) To avoid interruption of services to the public upon termination of this Contract for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another

operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this Contract for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

(4) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit G to this Contract, "Transition to New Concessioner." This section and Exhibit G shall survive the expiration or termination of this Contract.

SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This Contract is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this Contract for which the Director may terminate this Contract for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this Contract of any nature or operating rights under this Contract, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this Contract.

SEC. 17. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this Contract is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this Contract are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this Contract.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

(g) This Contract is subject to the provisions of 2 C.F.R. Part 1400, as applicable, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This Contract contains the sole and entire agreement of the parties, except for survival of the Concessioner's commitments as set forth in its Offeror's Transmittal Letter in response to the solicitation for this Contract. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This Contract does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this Contract shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

(m) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

SEC. 18. INTELLECTUAL PROPERTY LICENSE

(a) License Grant

As used in this Contract, including all Exhibits, "Marks" means all trademarks, service marks and logos and brand identification and indicia, used to identify or describe the National Park Service and/or the Area and associated properties or features located therein, whether registered or not.

The Director hereby grants to Concessioner and Concessioner accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in attachments hereto during the term of the Contract, for use solely in connection with carrying out the Contract requirements, and only in the form described and depicted in Exhibit H to this Contract. Fanciful uses or use in combination with other devices (such as a logo) of the Marks listed herein must be reviewed and approved by the Director prior to use. All uses may be reviewed and approved in advance or as otherwise mutually agreed to in cases of administrative burden. This license does not constitute a compensable interest to the Concessioner. This license shall cease upon termination or expiration of the Contract, or as otherwise determined by the Director or by applicable laws.

The Director may amend this Contract to include additional Marks. The license to use the Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the services provided under the Contract, including collateral marketing, outreach or advertising, or as trade names or internet domain names. The Marks may not be combined or altered in any way that may affect the integrity of the Mark.

(b) Quality Control and Goodwill

The Director and the Concessioner acknowledge that maintaining the distinctiveness of the Marks and high quality of the services, materials, products and merchandise produced, sold or otherwise prepared for public dissemination are material conditions of this Contract in order to preserve the associated goodwill generated by the Parties in furtherance of meeting the National Park Service mission. All uses of Marks by the Concessioner, including all goodwill arising from the Marks, shall inure solely to the benefit of the National Park Service. The Concessioner shall not by any act or omission use the Marks in any manner that disparages or reflects adversely on the National Park Service or its reputation. The Concessioner shall immediately cease use of any Mark used in association with the services provided under this Contract upon request of the Director, whether listed in this Contract or not.

(c) Rights and Ownership

(1) The Concessioner acknowledges and agrees that the National Park Service owns, or otherwise has the right to use and to license, these Marks.

(2) The Concessioner acknowledges it shall not acquire any right, title, or interest in the Marks by virtue of this Contract other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. The Concessioner shall not contest, dispute, challenge, oppose or seek to cancel the government's right, title, and interest in any Mark owned by the National Park Service or the validity of the license granted under this Contract, or any rights or ownership otherwise stated herein. The Concessioner shall not prosecute any application for registration or seek to register a Mark as a domain name or part of any domain name of any Mark that identifies the National Park Service or the Area, or that may otherwise cause confusion in the public as between the Concessioner and the National Park Service. Any term, name or device used for the purpose of describing the Area or goods, services or property located within the Area, including Concession Facilities, should be referred to as identified on the attachment. Any deviation or use outside of a nominative context must be approved by the Director.

(3) The Concessioner will not sublicense, assign, pledge, grant or otherwise encumber to any third party all or any part of its rights or duties under this Contract in whole or in part without the prior written consent from the Director, which consent the Director may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent is hereby void.

(d) Notice and Assistance Regarding Intellectual Property Infringement


(1) The Concessioner shall report to the Director promptly, in writing, and in reasonable detail, each notice or claim of intellectual property infringement based on the performance of this Contract of which the Concessioner has knowledge.

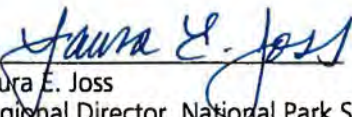
(2) In the event of any claim or suit against the United States on account of any alleged intellectual property infringement arising out of performance of this Contract, the Concessioner shall furnish the Director, when requested, all evidence and information in the Concessioner's possession pertaining to such claim or suit.

In Witness Whereof, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONCESSIONER

UNITED STATES OF AMERICA

By 
Michael Cohen
President
Santa Barbara Adventure Company

By 
Laura E. Joss
Regional Director, National Park Service

DATE: 20 JAN, 2017

DATE: 1/27, 2017

ATTEST:

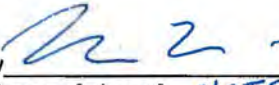
By 
[Name of signer] NATE MORI
[Title of signer] GROUP SALES MANAGER
DATE: 1/24/2017, 2017

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INTRODUCTION

This Operating Plan between Santa Barbara Adventure Company (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Click here to enter Park Unit Name (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

1) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Assigned Land.** Includes the land areas and facilities used for staging, storage, employee housing, and storefront areas within the Scorpion Valley.
- B) Environmentally Preferable.** Products or services that have a lesser or reduced 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 and includes foods that are organic inasmuch as possible.
- C) Environmental Purchasing.** Purchasing of environmentally preferable products.
- D) Facility Operations (FO).** Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, operation of utilities, and grounds-keeping.
- E) Feasible.** The ability to provide the equipment, materials or procedures because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.
- F) Operating Area.** The waters from San Pedro Point west to Coche Point known as the Santa Cruz Island – Scorpion Kayak Operating Zone. Depicted in Map 1, below.
- G) Recycling.** The act of producing new products or materials from previously used and collected materials.
- H) Service Policy.** The directives, policies, instructions and guidance regarding the National Park System and the Service which are in writing and approved by the Secretary of Interior or a Department of Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.
- I) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- J) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

2) RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:

- (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of a General Manager, the Concessioner must designate an acting General Manager.

B) Service

The Superintendent of the Area manages the Service operations, including oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates pursuant to Service Policy and Applicable Laws activities under the Contract relating to the Area. This includes:

- (1) Evaluation of Concessioner services and Concession Facilities;
- (2) Review and approval of rates charged for commercial services and products;
- (3) Review and approval of changes to services, advertisements, and other items outlined in this Operating Plan;
- (4) Review and approval of information and reports required of the Concessioner.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Scope and Quality of Service

The Concessioner must provide all services in a consistent, environmentally sensitive, and high quality manner and must operate in accordance with the operating standards as defined by the Service. The Service Operational Performance Program provides standards that are service minimums. These standards are referenced in this Operating Plan. The Service expects the Concessioner to make every effort to exceed these standards. This Operating Plan contains additional required operating standards and requirements.

B) Required Employee Housing

- (1) *General:* The Concessioner is required to provide the employee housing described in Exhibit A-1 within 12 months of the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract. Each and every of the structures, interior furnishings, and related equipment (whether interior or exterior) shall be personal property to be provided by the Concessioner pursuant to Section 8(e)(1) of the Contract and at the termination or expiration of the Contract must be removed or sold as provided in Section 15(d)(2) of the Contract.
- (2) *Location and Placement:* No structure, furnishings, and/or equipment provided by the Concessioner may, under any circumstances, be placed such that the structure, furnishings, and/or equipment becomes a fixture as defined in Applicable Laws (including without limitation 36 C.F.R. Part 51) or loses identity as personal property by being attached to any real property. The Concessioner is prohibited by Section 8(a) of the Contract from constructing any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands.

C) Schedule of Operations

- (1) *Required Services.* Minimum operating schedule May 1 – October 31.
 - (a) Guided Kayak Tours Peak Season (May 1 – October 31):
 - Open 7 days/week; offer at least 2 tours/day.
 - Must be able to accommodate walk-up visitors.

- Cannot cancel a tour less than 15 minutes prior to departure time and can only be canceled if there are less than 2 passengers scheduled for the tour.
- (b) Guided Kayak Tours Shoulder Season (optional): March 1 – April 30 and November 1 – December 31.
- May institute a 2-passenger minimum to operate during scheduled tours, must include information in all marketing content.
 - If 2 passenger minimum is not met, Concessioner is permitted to cancel the scheduled tour no sooner than 24 hours prior to scheduled tour time.
- (c) Guided Kayak Tours Off Season (optional): January 1 – February 28 (29).
- Must provide written notice to the Superintendent by November 30 if the Concessioner will not operate during this time period.
 - May institute a 2 passenger minimum to operate during scheduled tours, must include information in all marketing content.
 - May require a minimum 48 hour reservation notice to conduct scheduled tour; if 2 passenger minimum is not met, Concessioner is permitted to cancel the scheduled tour a minimum of 24 hours prior to scheduled tour time.
- (d) Limited Convenience Item Sales (authorized service)
- Convenience items will be available on the same Peak and Shoulder Seasons schedule the tours are offered.
- (e) Snorkel Equipment Rental & Guided Snorkel Tours (authorized service)
- Equipment Rentals (not including kayaks) will be available on the same Peak and Shoulder Seasons schedule the tours are offered.
- (2) *Opening and Closing Plans.* The Concessioner will submit proposed changes to the established opening and closing dates and operating hours for all Concession Facilities or service in writing to the Superintendent for review **no later than December 15** for the next calendar year and may not implement without written approval from the Superintendent. The Service will give reasonable notice of any schedule changes that it may request. Requests may be submitted via electronic mail. Operating hours will remain in effect and be adhered to unless changes are approved in writing by the Superintendent.

D) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) the requirements regarding Service approval of the rates and charges set. It is the objective of the Service to ensure the Concessioner's charges to the public are commensurate with the level of services and facilities provided and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness and appropriateness of rates and charges under this Contract must be determined using the methodologies set out below, unless and until a different rate determination is specified by the Service. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the *National Park Service Concession Management Rate Administration Guide (July 2010)* ("Rate Administration Guide") (a copy which can be obtained by contacting the Service), as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (a) Guided Tours. Rates will be determined based on Competitive Market Declaration. Advanced Rates may be charged with prior written approval and the Concessioner must advise visitors making reservations in writing that rates are subject to change.
- (b) Convenience. Convenience items are priced using National Association of Convenience Stores markup percentages or, if marked on the package, at MSRP or less.
- (c) Equipment Rentals. Rates for Equipment Rentals other than kayaks (snorkel gear,) are determined using Competitive Market Declaration.
- (2) *Rate Approval Process*

- (a) Rate Request Timing. Rates cannot be changed unless approved by the Service. Proposed rate requests are typically submitted on an annual basis. Requests must be in writing and **at least 90 days in advance of intended effective date**. Should special conditions require a quicker than normal response, the Concessioner must clearly explain these conditions in writing. All rate increase requests must accord with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to replicate results using the applicable methodology specified in the Rate Administration Guide. The Service analyzes the rate requests using the selected rate method and will approve, disapprove, or adjust the rates based upon this analysis. The Service will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment. The Service also annually reviews and documents the applicability of the Competitive Market Declaration of specific services and notifies the Concessioner if this rate method no longer applies.
- (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes, but is not limited to, brand names, portions, length of service, amenities provided, etc.
- (c) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (d) Approved Rate Effective Period. Approved rates must remain in effect until superseded by changes approved in writing by the Service.
- (e) Deposits/Refunds. The policy must be included in all brochures, websites and reservation confirmations.
 - A deposit may be required to hold a reservation and may be paid by cash, check, or major credit card. The Concessioner's deposit policy must be approved by the Service as part of its rate approval request.
 - Refunds must be processed within two weeks of cancellation.
- (f) Advanced Rate Approvals. The Concessioner may advertise and charge a higher advanced tour rate for its upcoming season prior to completion of formal rate approvals in accordance with the Service's Advanced Rate Approval policy and Rate Approval Guidelines.
- (g) Rate Compliance. The Service will check rate compliance during periodic operational evaluations and throughout the year.
- (h) Hazardous Weather or Sea Conditions. In exceptional circumstances when the Concessioner must cancel a trip due to guide availability, sea state, or unsafe weather conditions, the Concessioner must refund or discount the item or service.

E) Purchasing

- (1) Competitive Purchasing. The Concessioner may purchase from a facility operated or owned by the Concessioner or an affiliated company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) Discounts. To the extent applicable to the rate approval method in place, the Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer or the operation.

F) Evaluations

- (1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Particular inspection and testing requirements are described in other sections of this Operating Plan.

- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Concessioner will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner by April 1 an Annual Overall Rating Report based upon Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report (if applicable), Risk Management Program Evaluation Report, and Environmental Management Program Evaluation Report.
 - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, workers compensation insurance.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) Public Health Program Evaluation (if applicable). A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.
 - (d) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
 - (e) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Visitor Satisfaction Review. The service will review Concessioner visitor satisfaction program results, complaints and comments on the Concessioner's services and will consider this information in the Concessioner's Annual Overall Rating.
- (4) *Other Audits or Inspections*
 - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.

G) General Policies

- (1) *Facilities Use*
 - (a) Authorized Use. The Concessioner must use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains prior written permission from the Service.
 - (b) Laundry Facilities. The Concessioner must locate laundry facilities for its operations outside the Area. Construction of laundry facilities for operational use in the Area is not authorized.
 - (c) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 9 p.m. and 6 a.m. in employee housing areas.
 - (d) Smoking Policy. The Concessioner must comply with current Service guidelines and requirements about smoking. Smoking, including the use of e-cigarettes, is only permitted at the Scorpion beach and is prohibited on all trails, campgrounds, housing, and buildings.
- (2) *Seasonal Facility Set-up/Take-Down*. The Concessioner must coordinate seasonal facility set-up and take-down operations with adequate staffing levels to ensure Concession Facilities are fully functional and ready to operate on opening day and are properly secured at the end of each season. Housing facilities (number of temporary/portable structures) must be commensurate with seasonal staffing needs.
- (3) *Reservations*. The Concessioner must utilize a central computerized reservation system. The Concessioner must make reservations accessible to the public without restriction to assure no one category of visitor gains special privileges, whether through group affiliation, prepayment of substantial advance services, or other means.
 - (a) Reservation Services. The Concessioner must make reservation services available, at a minimum, via telephone, mail, fax, in person, and on the internet. The Concessioner will offer an on-line Internet reservation system consistent with industry best practices.
 - (b) Reservation Confirmation. The Concessioner must provide confirmation notification in writing (e.g. mail or email) to guests upon confirming reservation. Reservations are to be shared with the boat transportation concessioner to prevent booking conflicts.
 - (c) Advance Bookings. The Concessioner may accept individual and group tour reservations no more than one year in advance of the requested dates. The refund policy for group bookings is part of the rate approval process and not necessarily constrained by paragraph (g) below.
 - (d) Overbooking. The Concessioner may not over-book a tour.
 - (e) Deposit/Refund/Cancellation. The Concessioner's deposit/refund/ cancellation policy is part of the rate approval process. The policy must be included in all brochures, reservation confirmations, and websites. The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose. The Concessioner must process refunds within two weeks of cancellation. The Concessioner must provide to the Service a copy of its cancellation/refund policy for approval.
 - (f) Future Booking Policy. The Concessioner will submit for Service approval its policy on future bookings for the upcoming year. The policy will include how future reservations and accommodating walk-on demand will be balanced, package rates (if offered), and treatment of group commissions. This policy will be submitted in conjunction with any rate change approval requests.
- (4) *Credit Cards*. The Concessioner must accept at least three types of major credit cards. The Concessioner must accept debit cards and may accept other types of payment methods including but not limited to travelers' checks, personal visitor checks, and gift cards at its discretion.
- (5) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property will conform to DO 44, Personal Property Management and Personal Property Management Handbook No. 44, which can be found at <http://www.nps.gov/refdeskIDOrders/DOrder44.html>

(6) *Vehicles*

- (a) Vehicles are limited to no more than two (2) electric powered utility terrain vehicles (UTV). Remote charging station must be provided by the concessioner as its personal property.
- (b) Licensing, Insurance, Maintenance and Registration. All UTVs use must be approved, in writing, by the Superintendent. The Concessioner must properly register, insure, and maintain all UTV equipment used by the Concessioner to perform services under the Contract.
- (c) Concession UTV Operators are subject to the park's UTV policy (training, drive testing, and operating guidelines). Refer to Appendix K.
- (d) Parking. The Concessioner must park all its UTVs and equipment in Service-approved designated areas in a safe and orderly manner. Parking must maintain adequate ingress and egress of the designated area at all times.
- (e) Identification. The Concessioner's name or logo must be on every vehicle.
- (f) Deliveries. There are two ways to schedule deliveries to the Area. 1) Deliveries can be coordinated through the park's boat transportation concessioner, or 2) deliveries can be scheduled with Park transportation on a space available, cost reimbursement basis. Deliveries must be coordinated with Facility Management staff based on loading times and boat departures. Loading of cargo must take place 24-48 hours in advance. Concession must be present to load and unload concessions supplies and materials from Park transportation.

(7) *Employee Housing*. As of the effective date set in section 4(b) of this Operating Plan for providing employee housing, the Concessioner must provide clean, well maintained employee housing accommodations to appropriate staff, including a portable kitchen facility. Specific terms and conditions for this service are contained in Operating Plan Exhibit A-1 (Employee Housing Operating Plan). These services will meet Service standards for Concession employee housing and will be subject to evaluation by the Service under the Concessioner Review Program. Housing facilities (number of temporary/portable structures) must be commensurate with seasonal staffing needs.

(8) *Interactions with Wildlife*

- (a) The feeding and intentional disturbing of wildlife from its natural state within the Area is prohibited.
- (b) The Concessioner cannot deliberately approach sea mammals or place themselves or clients in direct conflict with the Marine Mammal Protection Act of 1972.
- (c) The Concessioner may not sell plant seed of any kind within the Area.
- (d) The Concessioner may not display food or wildlife attractants at the exterior of Concession Facilities. All food storage rules need to be adhered to.
- (e) The Concessioner must display Service approved signage discouraging visitors from feeding wildlife in all outdoor eating areas.
- (f) The Concessioner must notify the Island Ranger or Park Dispatch immediately of any wildlife incidents or sightings that need immediate attention.
- (g) The Concessioner must notify the Island Ranger immediately of any fishing or any kind of take occurring within the State Marine Reserve (No-Take Area).
- (h) The Concessioner must:
 - (i) Produce a video regarding preventing interactions and the potential effects of human food on wildlife (*How to Prevent Foxes and Ravens from Getting into Food and Bags*). Concessioner must make the video available for view by clients on Concessioner's website and digital tablets at Ventura and the storefront. Clients will be asked to sign an NPS approved pledge to respect the natural resources and not interfere with wildlife.
 - (ii) Install signs at the storefront and housing area on how to avoid Hantavirus and unintentional feeding of wildlife, and a "Fox Menu" sign that will contrast a healthy natural fox diet with a harmful human diet.

- (iii) Provide food recovery blankets to clients before and after tours to catch food scraps as they eat.
- (iv) Provide 2 steel lockers at the storefront to hold snorkel clients' personal items while they are renting.
- (v) Inspect client areas before all tours to ensure no bags or food scraps are left unattended.
- (vi) Inspect all client gear for trash and wrappers after tour and seal all gear storage boxes to keep wildlife out.

(9) *Visitor Satisfaction Monitoring Program*

- (a) The Concessioner must ensure the availability of an adequate visitor satisfaction monitoring program through the use of comment cards or by electronic means. The Concessioner must make Service-approved comment cards and/or electronic surveys available to visitors in order to measure service and quality standards, pricing, and overall Area experience.
- (b) The Concessioner must investigate and respond to all visitor complaints regarding its services. The Concessioner must provide visitor comments alleging misconduct by Concession or Service employees, pertaining to the safety of visitors or employees, or involving threats to Area resources, to the Service **upon receipt**.
- (c) The Concessioner will provide to the Service, copies of all written complaints from visitors concerning services provided within the Area **within 14 days of receipt**. The Service will forward to the Concessioner comments and complaints it receives regarding services provided within the Area. The Concessioner must respond to all complaints **within 30 days of receipt**, and provide a copy of its response to the Service. The Service will forward a copy of its response to visitor comments and complaints to the Concessioner.

(10) *Food Sale and Camping Equipment Rental*

- (a) Food sales, including boxed lunches, must originate off-island prior to embarking on the ferry. Food will not be prepared, stored, sold, or transported to the Area by the Concessioner.
- (b) Camping equipment rentals must originate off-island prior to embarking on the ferry. Camping equipment will not be stored, rented, or transported to the Area by the Concessioner.

H) Human Resources Management

- (1) *Employee Identification and Appearance*. At a minimum, the Concessioner must issue all employees who have direct contact with the general public standardized clothing appropriate for ocean kayaking including all required personal protective and safety equipment to include: wetsuits, personal flotation devices, helmets and VHF radios. Clothing worn by Concessioner's employees must have the company logo and be easily identifiable to the Service and the general public. Employees must be neat and clean in appearance and project a hospitable, positive, friendly and helpful attitude. At the beginning of this Contract, the Concessioner must obtain the Service's approval of the uniforms. Thereafter, the Concessioner must obtain the Service's approval for any changes.
- (2) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire and schedule a sufficient number of employees to ensure satisfactory visitor services throughout the season.
 - (vii) The Concessioner must employ, at a minimum, the following positions with the minimum qualifications and required certifications:

Functions, Authorities, and Responsibilities	Minimum Qualifications	Required Certifications
Company President	• Same as GM plus 10yrs management experience.	• Same as GM.

General Manager (GM)	<ul style="list-style-type: none"> • Bachelor of Recreation (or similar Bachelor’s education) or 10yrs industry experience. • 5yrs in management. • 5yrs in sea/island tours. • 5yrs training guides. • 3yrs in ISO standards. • EMT or WFR. 	<i>Same as Lead Guide +:</i> <ul style="list-style-type: none"> • Red Cross Lifeguard Mgr. • ACA Level 3 Instructor. • NASAR SARTECH 3. • AB1825 Sexual Harassment training. • FCC Marine Radio Operators Permit.
Acting GM (2)	<ul style="list-style-type: none"> • 2yrs as Lead Guide. 	<ul style="list-style-type: none"> • Same as Lead Guide.
Environmental Officer	<ul style="list-style-type: none"> • Bachelor Degree. 3yrs in environmental mgmt. on public lands. • 5yrs in sea/island tours. • 3yrs implementing ISO or structured EMS. 	<ul style="list-style-type: none"> • ISO14001 and 9001 Foundations Course. • ISO14001 and 9001 Internal Auditor Course.
Safety & Health Representative	<ul style="list-style-type: none"> • Bachelor Degree. • 5yrs with emergency response. • 5yrs in sea/island tours. • 5yrs in public recreation. • 3yrs as Lead Guide. 	<i>Same as Lead Guide +:</i> <ul style="list-style-type: none"> • OSHA 10hr General Industry Course. • Red Cross Lifeguard Mgr.
Master Interpretive Guide	<ul style="list-style-type: none"> • Bachelor Degree. • 3yrs interpretive guide; 2yrs developing interpretive program • 3yrs in ocean tours, 1yr at Park 	<i>Same as Lead Guide +:</i> <ul style="list-style-type: none"> • NAI Certified Interpretive Trainer. • LNT Master Educator.
Lead Kayak and Snorkel Guides A designated Housing Supervisor Lead Guide will manage housing and enforce employee and housing policies.	<ul style="list-style-type: none"> • Associate Degree or 2yrs higher education study. 2+ consecutive yrs. as guide. • 1yr commercial sea kayaking and snorkeling. • Assistant Guide on 15+ trips at Scorpion. • 5yrs ocean activity experience or certified Ocean Lifeguard. 	<i>Same as Asst. Guide +:</i> <ul style="list-style-type: none"> • LNT Trainer Course. • NAI Certified Interpretive Guide. • Pass interpretation test. • WFR; and ICS 100. • CA Boater Course. • PADI Certified Diver or Skindiver for snorkeling.
Assistant Kayak and Snorkel Guides	<ul style="list-style-type: none"> • 1yr commercial sea kayaking and snorkeling on the Coast. • 1yrs as outdoor guide with outdoor interpretive programs. • Guided 15+ coast kayak trips/yr • 4yrs ocean activity experience. 	<ul style="list-style-type: none"> • LNT Awareness Course. • ACA Level 3 Skills. • 1st Aid, CPR/AED for Professional Rescuer. • Pass Physical Fitness and Rescue Test.
Reservations Staff	<ul style="list-style-type: none"> • 1yr customer service. • 1yr cashier experience. 	<ul style="list-style-type: none"> • NAI Certified Interpretive Host.
Storefront Staff	<ul style="list-style-type: none"> • Same as Lead Guide. • 2yrs customer service experience. 	<ul style="list-style-type: none"> • Same as Lead Guide.
Legend: ICS= Incident Command System, NAI= National Association for Interpretation, LNT= Leave No Trace, NASAR=National Association for Search and Rescue, FCC=Federal Communications Commission, ACA= American Canoe, ISO=International Organization for Standardization		

(b) Drug-free Environment and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.

(i) The Concessioner must establish an appropriate employee drug-testing program.

- (ii) All employees in safety sensitive positions (e.g., bus drivers, guides) or in positions where a federal or state law so requires, must participate in a Service-approved drug-testing program.
 - (iii) Should illegal drug use occur, the Concessioner must report such use and subsequent action taken by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Officer or Special Agent (Investigator).
 - (c) Background Checks. The Concessioner will establish hiring policies that will include comprehensive background checks on all employee hires as appropriate to the position. These may include: wants/warrants check; local criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. No employee may be hired if they show any active wants or warrants (current fugitive from justice). The Concessioner will submit these policies for review and approval by the Service prior to implementation, including any updates or amendments that substantially change the previously reviewed and approved policies.
 - (d) Driver Requirements. Drivers of all vehicles will have a valid license for the type of vehicle being operated per California law and must also comply with the Park's Vehicle Use (UTV) Policy.
 - (e) Employment of Service Employees or their Family Members. The Concessioner must not employ the spouse or dependents of the Superintendent, Management Team, Commercial Services staff, or Public Health Sanitarian. The Concessioner must not employ in any status any other Service employee, his/her spouse, minor children, or any other household member without the prior written approval of the Superintendent.
- (3) *Employee and Guide Orientation and Training*
- (a) General. The Concessioner must ensure all guides are fully qualified and experienced and must include all training required by Applicable Laws. The Concessioner must have a training and evaluation program to review and meet the skills enhancement needs and certification requirements for its guides. The Concessioner must maintain files, documenting current certifications for the following: Search and Rescue (SAR), Emergency Medical Services (EMS), Lifesaving or Water Safety Instructor and other pertinent training received for each guide. The Service will periodically audit training documents and training sessions.
 - (iv) The Concessioner training and evaluation program will meet all criteria of the ISO9001, ISO14001, and ISO21102 Adventure Tourism Standards. The program will pass a third party audit annually.
 - (v) The Concessioner will hire Outdoor Safety Institute (or equivalent) to complete an additional third party review every three years.
 - (b) Concessions Management. The Concessioner will provide staff and guides adequate reference materials and resources, including but not limited to the Service Periodic Concession Evaluation standards and the Concession Contract and its exhibits such as, the Operating Plan.
 - (c) Orientation. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area. All kayak guides must attend the Park's yearly Kayak Guide Meeting and Orientation.
 - (i) The Concessioner will provide to all employees, at a minimum the following orientation to the Area and NPS). The Concessioner will pay all expenses and wages for all trainings below:
 - Channel Islands National Park Ventura Visitor Center (2 hours)
 - Scorpion full day visit participating in all client activities
 - Watch NPS videos (*Treasure in the Sea*, *Restoring Balance*, *Seabird Restoration*, *Rainbow Bridge*)

- Complete certification in wilderness stewardship through Eppley online courses (Wilderness Act of 1964 & Deciding to Keep Wilderness Wild)
 - Trained and tested on Channel Islands National Park founding legislation and interpretive themes
- (d) Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational and safety information and services. The Concessioner will use the NPS training manual and work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
- (i) The Concessioner must provide, at a minimum, each and every element of the employee education program set out below (“Employee Education Program”). The Concessioner will spend a minimum of **\$51,000 within the first 12 months following the effective date of the Contract** for expenses and wages for the Employee Education Program. All costs and expenses of the Employee Education Program are the sole responsibility of and shall be paid by the Concessioner:

<p>Education coursework – All kayak and snorkel guides and managers will receive:</p> <ul style="list-style-type: none"> • LNT Trainer Course and Certification – 2 days. • NAI Certified Interpretive Guide Course and certification - 4 days.
<p>Education coursework – For all office staff taking reservations:</p> <ul style="list-style-type: none"> • NAI Certified Interpretive Host Training and Certification – 2 days. • Customer Service Training (4hrs)
<p>Additional resource education to renew manager commitment – President, General Manager, Master Interpretive Guide:</p> <ul style="list-style-type: none"> • Eppley Institute for Parks and Public Lands (5 online courses, such as Foundations of Interpretation); National Association of Interpretation (one webinar per year); Channel Islands Symposium (attend every four years). • Master Interpretive Guide will certify as NAI Certified Interpretive Trainer (5 days) and LNT Master Educator (5 days)
<p>Test the effectiveness of our resource protection education for guides:</p> <ul style="list-style-type: none"> • New guides will be mentored after each training trip by a Lead Guide using a checklist that includes interpretive checks. Lead Guide sets two goals for next trip and checks off skills as they are proven. Records kept in employee file. • Verify new guides’ interpretive skills: must lead a successful tour with the Concession GM or Lead Guide; pass a written interpretation test; conduct a good live visitor island arrival orientation, scored on professionalism, tone, and accuracy. • Guide must pass test: identify 20 birds, 4 pinnipeds, 10 Cetaceans, 10 invertebrates and 10 fish from photos in 50 mins. • GM will observe all staff unannounced at least once per season to assess technique and fact-check. • Maintain our existing certified ISO9001 Quality Management system for the term of the contract to survey clients, analyze feedback and identify areas of improvement for our education content and delivery.
<p>Ensure education is current and renewed with an annual spring training refresher:</p> <ul style="list-style-type: none"> • Refresher workshops in: group management, team building, how to read clients, ‘ice breaker’ activities, group cohesion, communicating to diverse backgrounds, cultural competency, etc. • Updates from: regulations (Superintendent’s Compendium, MMPA, Migratory Seabird Act); visitor orientation at the island; NPS projects in conservation and restoration; wildlife trends; Operating Plan revisions. • NPS Shore to Sea Lectures (attend 2 per year).
<p>Enhance Employee Education:</p>

- Two paid Eppley Institute courses per employee per year.
- Channel Islands Naturalist Corps Training for two Lead Guides per year
- 24 hours of annual pay for all staff to volunteer on trips in the Area with beneficial organizations.
- Plan and pay all staff to work one island cleanup per year.

- (ii) The Concessioner will implement two additional training tools **within the first year of the effective date of the Contract**:
- 1) Develop an Advanced Training Center.
 - Concessioner shall spend a minimum of \$2,000 for a reference library (consisting of video and audio resources, scale models, wildlife figurines, and printed copies of Concessioner's 20 *Themed Interpretive Outlines*) to be maintained throughout the Contract on the mainland.
 - Effective on and after the Occupancy Date of Concession Facilities *set by* the Superintendent, pursuant to the provisions of Exhibit C of the Contract, Concessioner shall spend a minimum of no less than \$2,000 for a reference library (consisting of books, DVDs, and a laptop station) to be maintained throughout the Contract on the island and updated annually with a minimum expenditure each year of \$300.
 - Provide individual membership to NAI for all staff to access resources and information online.
 - Copies of our 200+ page interpretive guide for Scorpion Anchorage. Each employee will receive one upon hire.
 - 2) Develop and Online Employee Training Academy Website.
 - 5 web pages of Park specific content and one curriculum based worksheet for each California Science grade 5 – 12.
 - 10 videos of interpretive training talks by lead guides.
 - Flashcards of 100 different Scorpion species, and sound recordings and notes of 15 Scorpion marine bird species
 - References to other websites and resources.
 - Our 20 distinct Themed Interpretive Outlines.
 - Online employee forum for Q&A, photos, reference material, interpretive logs, and quizzes.
 - Management will spend 150 hours developing site in contract year 1, and at least 5 hours per month maintaining it throughout the contract.
- (e) Area Training. Employees will be encouraged to attend any Service-sponsored training relating to Concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
- (f) Guide Qualifications & Training. Employee Training/Skills. Guides must be at a minimum First Aid and CPR trained. Guides must be a minimum of eighteen (18) years of age. Guides must understand the hazard involved and be properly trained and prepared for conditions and situations that may be encountered. The Concessioner must ensure that guides possess the knowledge, skills, judgment, leadership ability and experience necessary to safely lead groups on trips in the operating area. Guides must have experience in the subject areas in which they guide. The concessioner must establish a yearly ocean rescue training, with their kayak equipment, for all their guides.
- (i) The Concessioner will provide, at a minimum the following formal training, mentoring, and evaluation of guides:

New Guides will complete the following training immediately after hire and will work under a Lead Guide:

- Area Orientation (2hrs).
- Lead Guide Mentoring (15 days).
- Ocean Rescue & Risk Training (16hrs).
- ACA Level 3 Kayak Skills (8hrs).
- NPS Spring Training (8hrs: prep, meet & prepare clients, kayaking, caves, emergencies, etiquette & obligations).
- Environmental Training (2hrs).
- NAI Certified Interpretive Guide Training (32hrs).
- Update/Achieve Required Certifications listed in section H)(2)(a)(1), above.

Evaluation and mentoring before Certification as Lead Guide:

- Lead successful trip with lead guide mentor observing.
- Document 15 Park trips, with clear improvement shown from written mentor feedback.
- Review Operating Plan with GM.
- Pass all annual evaluations.
- GM signs off all skills on competency checklist

Returning Guides will complete the following training refreshers annually:

- How to train and coach (4hrs).
- Ocean Rescue & Risk Training (16hrs).
- NPS Spring Training (8hrs).
- Environmental Training (2hrs).
- Update/Achieve Required Certifications listed in section H)(2)(a)(1), above.

Re-evaluations for all guides annually:

- Interpretive Test – score 80% on 60-question test.
- Environmental Test – 20 multi-choice questions.
- Safety Orientation evaluated by GM.
- Rescue Tests – perform all in water rescue scenarios.
- Physical Test: swim 400m, paddle 800m, run 800m in 20 minutes.

This training, mentoring and evaluation of guides is the sole responsibility of the Concessioner. A record shall be maintained of each of the Concessioner employees trained initially, evaluated, given refresher training or re-evaluations. Such records shall include the name, job description, date of training/refresher, subject matter of training/refresher, and all evaluations and re-evaluations given.

- (g) Resource Protection. The Concessioner is responsible for training its employees in all aspects of protecting and preserving the resources of the Area. The Concessioner will take all reasonable and adequate precautions to minimize damage to all natural and cultural resources within the Area. Examples of actions the Concessioner can take to protect resources include: selecting rest areas that are more impact resistant, such as rock; disposing of human waste properly (designated toilets or such as WAG bag, or equivalent); and any other universally accepted Leave No Trace techniques.
- (h) Other Training Opportunities. Additional joint training opportunities between the Concessioner and the Area, whether initiated by the Concessioner or the Area, should be coordinated through the Chief Ranger.
- (i) Backcountry Sanitation
- (i) The Concessioner is responsible for training its employees and guides in proper sanitation methods for food, water and waste, and ensuring that safe practices are followed for the services provided.
 - (ii) Training and practices will comply with applicable standards such as FDA Food Code, and Directors Order 83 - Backcountry Sanitation.

- (j) Employee Handbook. An employee handbook including the Concessioner's policies, safety and emergency operations and the regulations and policies of the Service must be developed and provided to the Service for review and approval prior to distribution to employees **within 30 days of Contract effective date**. Updates to the handbook must be submitted to the Service for a 30-day review period.
- (k) Employee Benefits. The Concessioner will implement the following employee benefits, at a minimum:
 - (i) Assistant Guides. Increase starting wages annually through 2021, to be at least \$1 per hour above CA minimum wage.
 - (ii) Pay ten year-round salaries and benefits for lead Guides and key managers– with 15 days vacation, 5 sick days, 5 personal days, 70 days maternity leave, 20 days paternity leave and 401k plan with 4% match for: GM, Acting GM (2), Safety & Health Rep, master Interpretive Guide, President, and Reservations staff (4).
 - (iii) Health insurance stipend, 5 paid sick days annually, \$200 end of season bonuses per guide, Time and a half pay on Federal holidays, flexible work schedules, company-paid education, clean health and safety work record, alternative transportation rewards program, regular staff appreciation parties, promotion opportunities and raises for returning guides, employee of the month award (\$100 value prize), use of company kayaking equipment free of charge, pro-deal personal equipment buying Programs.
- (4) *Possession of Firearms*. Concession employees may not possess firearms while on duty or within the employee housing area.

4) **RISK MANAGEMENT**

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program, Directors Order #50C, Public Risk Management and NPS-48, Chapter 34, Risk Management. The Concessioner must submit its initial plan to the Superintendent **within 120 days of Contract effective date** and annually thereafter **by January 31**. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws. The elements that must be addressed in the Concessioner Risk Management Program are included at the end of this Operating Plan (Attachment A). Further risk management specifications and requirements are found below. To ensure the Concessioner and its employees effectively respond to releases of hazardous substances (e.g. gasoline from vehicles, stove fuel) the following must be incorporated in the Concessioner's Risk Management Plan as appropriate for its operations and in accordance with Applicable Laws:

- (1) *Emergency Action Plan and Emergency Response Plan (29 C.F.R. 1910.120)*
- (2) *Spill Prevention Control and Countermeasure (SPCC) Plan (29 C.F.R. 1910.120)*
- (3) *Hazard Communication Plan (C.F.R. 1910.1200)*
- (4) The emergency operations plan will include an ISO-based Risk Management (RM) Plan and specialized Crisis Management Plan, Operating Plan, Injury Prevention Program, Third Party RM Assessment (by Outdoor Safety Institute), and an Annual Internal RM Assessment (per ISO21101)

B) Emergency Operations Plan

The Concessioner will have an emergency operations plan for SAR and EMS incidents on the ocean and for any of the other activities in which the Concessioner is involved. A copy of the plan will be submitted to the Service **within 120 days of Contract effective date**. The plan will be reviewed and either rejected or accepted by the Service.

- (1) The emergency operations plan will include NIMS Incident Command System management hierarchy.

C) Safety Representative

The Concessioner must designate one employee as the safety representative **within 60 days of Contract effective date** and update this information as necessary. This person must have the authority to make decisions in regard to safety concerns.

D) Acknowledgement of Risk

The Concessioner may require clients participating in activities to sign an Acknowledgement of Risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract). The Concessioner may not require Area visitors to indemnify or hold harmless the Concessioner.

- (1) The Service approved sample Visitor's Acknowledgement of Risk form is available from the Service.
- (2) The Concessioner must submit to the Service for approval its proposed Visitor's Acknowledgement of Risk form at least **30 days in advance of any proposed changes** in the form. The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer, and/or indemnification agreement. If no Visitor's Acknowledgement of Risk form will be used, the Concessioner must advise the Superintendent of this intention.

5) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and updates submitted annually by **November 30**. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

A) Certifications

- (1) Concessioner will maintain ISO14001 Environmental Management System and Audubon Cooperative Sanctuaries Program of Environmental Stewardship certifications as part of its EMP throughout the Contract

6) UTILITIES

Responsibilities and procedures to supply, assess costs, and bill utilities for Concession Facilities and operations are described in this section. Additional requirements are described in the Maintenance Plan (Exhibit H) of this Contract.

A) General Responsibilities

- (1) *Concessioner*
 - (a) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.
 - (b) The Concessioner must provide utility services not provided by the Service including electricity, phone, internet, propane, and solid waste and recyclables removal. Solid waste and recyclables removal must be coordinated with the Service and will be either on a "pack in, pack out" or cost reimbursement basis. Generators will not be permitted. Independent and public suppliers are not available in the Area.
- (2) *Service*
 - (a) The Service will not provide any utility services except for potable water and sewage within the employee housing area. The Concessioner will coordinate with the Service for these utility services.
 - (b) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
 - (c) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **90 days before new rates for the upcoming year become effective**. Rates will be based on the preceding fiscal year's actual costs.

7) EMERGENCY SERVICES

Responsibilities and procedures concerning emergency services for law enforcement, fire prevention, protection and suppression and emergency medical services are described in this section.

A) Law Enforcement

(1) Service Responsibilities

- (a) The Service will provide visitor protection services, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide Law Enforcement patrols of the Area during the operating season.
- (b) The Service will handle all reported violations of Federal, State, County, or Service regulations or policies. State or County officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.
- (c) The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area staff.

(2) Concessioner Responsibilities.

- (a) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms while on duty.
- (b) The Concessioner may be required to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc., at Concession Facilities.
- (c) The Concessioner is responsible for securing buildings, equipment and facilities under its control.
- (d) The Concessioner must designate a supervisor for the employee housing area at Santa Cruz Island to handle in-house employee issues and to check Concession Facilities for security purposes. The employee housing supervisor must be empowered to enforce the Concessioner's employee policies and housing regulations.
- (e) The Concessioner must immediately report to the Service any observed violations of the law.

B) Fire Prevention, Protection, and Suppression

Structural fires must be suppressed to prevent the loss of human life and limit damage to real property and to cultural and natural resources. Fire prevention, protection and suppression programs and procedures must be integrated with the Concessioner's overall Risk Management Program.

(1) Service Responsibilities

- (a) Authority Having Jurisdiction (AHJ). The Service is the AHJ and will be responsible for approving equipment, materials, installation, or procedure regarding structural fire. The AHJ will be responsible for resolving conflicts between policy, codes or standards. The Concessioner may request a copy of these documents from the Service or find them at <http://home.nps.gov/applications/npspolicy/DOrders.cfm>.
- (b) The Service is the primary coordinator and respondent for any structural fire emergency.
- (c) Point of Contact to Report Fire Incidents. All fire incidents including alarms, smoke, and fires of any size must be reported to the Island Ranger or Park Dispatch at 559-565-4221 or 559-565-3195 within 24 hours even if Service response is not required.

(2) Concessioner Responsibility

- (a) The Concessioner must ensure the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training meet Applicable Laws including OSHA and National Fire Protection Association (NFPA) standards and RM-58.
- (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR 1910.39. This plan must be made available to the Service upon request.
- (c) The Concessioner's structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.

- (d) The Concessioner must conduct fire prevention equipment and system inspection, testing, maintenance and repairs. These must address fire extinguishers requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72, and emergency lighting and illuminated exit signs under NFPA 101.
- (e) Inspections must include an occupancy inspection covering building interiors and exteriors **within 30 days of occupancy** for new Concession Facilities and each opening for any seasonal operations.
- (f) Initial occupancy inspections, bi-annual, annual and periodic inspection, testing, maintenance and repair must be conducted by an applicable licensed fire professional. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the State.
- (g) Weekly and monthly visual inspections may be conducted by a concession employee approved by the Service that has adequate education, training and experience to conduct these fire prevention activities.
- (h) Written records, verifying the completion of such inspections, will be maintained by the Concessioner through the term of the Contract and must be provided to the Service upon request.
- (i) Repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means must be promptly completed.
- (j) The Concessioner must conduct applicable fire prevention awareness and training for staff including fire drills and portable fire extinguisher training.
- (k) The Concessioner is encouraged to promote employee participation in the Volunteer Fire Department. Any Concessioner staff participating in firefighting must comply with medical and training requirements specified in RM 58 (if applicable).

C) Emergency Response Medical Services

- (1) *Emergency Reporting Procedures.* The Concessioner and its employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
 - (a) Non-emergencies: 559-565-4221.
- (2) *First Aid Kits.* The Concessioner must have first aid kits meeting the requirements of a generic first aid kit as defined by ANSI Z308.1 (American National Standard – Minimum Requirements for Workplace First Aid Kits and Supplies) in appropriate locations.
- (3) *Automatic External Defibrillators.* The Concessioner must have one fully operable Automatic External Defibrillator (AED) available in a central location for public use at all hours during facility operation.
- (4) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response, cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED), and other first aid training. All kayak guides responsible for clients must be trained in basic ocean rescue techniques.
 - (a) The Concessioner must train and equip personnel for evacuation of employees and visitors.

D) Alarm Systems

The Concessioner must maintain all existing and all new alarm systems in Concession Facilities to the National Fire Protection Association (NFPA) Life Safety Code. Trained personnel must be available on a 24-hour basis to repair all such systems. Repairs must be completed within 12 hours of initial report of deficiencies. The Concessioner may install intrusion alarms to protect personal property and employees within the Concession Facilities. Any notification to the alarm contractor must also be relayed to Park Dispatch. Alarm systems, if installed, must be in accordance with applicable Service maintenance standards or guidelines for historic preservation.

8) PUBLIC RELATIONS

A) Required Notices

(1) The following statement must be included in all information provided to the public (e.g. websites, brochures): “[Concessioner Name] is an authorized Concessioner of the National Park Service.”

(2) The Concessioner must provide the following information to the public:

*“Address comments to: Superintendent
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001*

“These services are 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 services or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.”

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

(1) 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.”

(2) *Authorized Users.* The Concessioner is authorized to use the Mark throughout the term of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.

(3) *Authorized Uses of the Mark.* The Concessioner may use the Mark in publications; written advertising; web-based information; interpretive materials; or broadcasts (television, film or other audio/visual) associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

(4) *Prohibited Uses of the Mark.* The Concessioner may not use the Mark on merchandise, souvenirs and clothing sold to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.

(5) *Approval Procedures.* If the Concessioner uses the Mark, the Concessioner must include the Mark in its request for approval of promotional material (as noted below) including proposed applications and sample layouts.

(6) *Artwork and Layout.* The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website at www.nps.gov/commercialservices.

C) Public Statements

All media inquiries concerning operations within the Area, questions about the Area or any incidents occurring within the Area must be referred to the Superintendent’s Office.

D) Advertisements and Promotional Material

(1) *Promotional Material*

(a) Approval. The Concessioner must obtain the approval of the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.

(b) Changes. The Concessioner must submit brochure text and layout changes to the Service for review and approval at least **30 days prior to projected need/printing dates**. The Service will make every effort to respond to minor changes to brochures and other texts within fifteen (15) days. Longer periods may be required for major projects.

- (c) Social Media & Websites. The Concessioner must monitor its social media pages for offensive postings and inappropriate activities and offensive, inappropriate, or inaccurate postings must be removed immediately upon discovery. The Concessioner's websites must link, at a minimum, to the National Park Service website, as well as the Mount Rainier National Park website.
- (d) Filming. Concession must obtain a film permit from the NPS. The Concessioner may use digital or film recording of a visual image or sound (e.g. video clips) taken with personal filming devices (e.g. GoPro) of required and authorized services on Social Media & Websites. The digital or film recording can only be used to promote the services required or authorized under the terms of this Contract. The filming activity must not degrade the Wilderness Character of the Area and must not result in resource damage. These recordings may not be used to promote or endorse specific clothing or merchandise products. Models, sets, props, or professional filming crews are not permitted. Filming must not unreasonably disrupt or conflict with the public's use and enjoyment of the Area. Unmanned aerial drones (e.g. Quad Copter) are strictly prohibited in all areas of the Area.
- (e) All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper and or tree-free products and double sided. The use of soy-based inks is also recommended.

9) VOLUNTEERS IN PARKS (VIP) PROGRAM

The Concessioner must allow its employees to participate in the Area's Volunteers in Parks (VIP) program. More information on the Service VIP program is found at www.nps.gov/volunteer.

10) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally-sensitive and high quality manner and will operate in accordance with the operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums. The Service is in the process of updating its operating standards. These revised standards are adopted where specified in this Operating Plan. Where service operating standards for the Area are different than from those in the Service standards they are noted as exceptions in this Operating Plan. Where there are conflicts between the standards and the requirements in the Operating Plan, the Operating Plan requirements prevail.

A) Guided Kayak Tours

- (1) Standards. See Exhibit A Attachment E for Guided Paddlecraft Standards. Additional equipment rental standards are outlined below.
 - (a) General. The Concessioner is required to provide kayak tours and other appropriate equipment necessary for approved services. Only 60 kayaks are allowed to be operated at one time, with a maximum of 8:1 clients per guide ratio. The Concessioner may have a maximum 84 kayaks available at one time, 60 singles and 24 tandems. Only single and double kayaks are approved.
 - (b) Kayak Equipment: The Concessioner's equipment is the sole responsibility of the Concessioner to purchase, operate, store and maintain, Kayaks and paddles must be clean, undamaged, and in complete working condition. When not in use kayaks and associated gear are to be stored in the storage area (upon storage area land assignment). When in use, kayaks and associated gear may be staged at the designated beach staging area. Kayaks, regardless of location, must be kept in a neat and orderly fashion at all times and not interfere with Service functions and visitor traffic.
 - (i) Concessioner shall spend **a minimum of \$106,332 within the first 12 months of the effective date of the Contract** to purchase new kayak tour equipment (not including the transfer of existing assets to the new contract).
 - (ii) Concessioner will implement a Radio Frequency Identification (RFID) system to log equipment use **within the first year of the Contract**.

- (iii) All kayaks will be inspected by a USCG examiner under the USCG Vessel Safety Check Program once per season in accordance with the required operation season defined in section 3)(C), above.
 - (iv) Kayak length will be no shorter than 11’ and no greater than 13’4” long.
 - (v) **Not later than 12 months after the effective date of the Contract**, Concessioner will install a waterproof Satellite GPS Spot Tracking Device on all guide kayaks, so all groups can be monitored remotely and easily located.
 - (vi) The Concessioner will immediately after the effective date of the Contract purchase and use a portable digital weather station. GM will assess weather and conditions daily using the Sea Conditions Rating Scale (SCRS), which rates water temperature, wind speed, wave height, swim distance to shore, breaking waves, rock hazards, whether caves will be entered, time of paddle, fog and other risks. Each factor is assigned a point value to give a score between 1 and 6. Guides use this rating to develop their *Float Plans* or call off the trip. Trips are cancelled if the SCRS scale is 4 or above.
 - (vii) Guides will submit a Float Plan to GM before launch, with full client manifests and completed checklists. Lead Guide will suspend trips if: wind >15 knots, white caps at pier; 4-6’ waves at launch or SCRS rating is >4. Require wetsuits when water is <60°F, or air plus water is <120°F. Guides will do 30-minute radio checks, assess caves, keep clients in between ‘lead’ and ‘sweep’ kayaks, keep under a maximum 30 seconds/250’ to furthest client, maintain line of sight and count kayaks every 2 minutes.
 - (viii) Concessioner shall provide the following safety equipment:
 - On guide kayak: grab lines, First Aid kit, tow lines, rope throw bag, spare paddle, mask, snorkel, fins.
 - On guide/PFD: carabiner, binoculars, line cutter, multipurpose tool, watch, sunscreen.
 - On Guide’s kayak deck: marine radio, thermal blanket, flashlight/batteries, strobe light, kayak patch, blast whistle, cave/haul-out charts, bailing device, mirror, distress flags, hand/aerial flares, Position-Indicating Radio Beacon, matches, lighter, towel, clothes, duct tape, water/food, compass, paddle float.
 - At Island storage area/storefront: litter & float, backboard, C-collar, litter flotation collar, AED, base First Aid kit, base communications set, and a 20 hp Zodiak (for emergencies only, **subject to NPS Approval**).
 - At Island storage area: Stock all equipment in sizes from Youth through 4XL in men and women styles. Guides at the staging area will help fit each client to the right size of each item.
- (c) Tours offered (at a minimum):
- (i) Duration of tours

1.5hr	Tour one side of Scorpion Anchorage (west to Cavern Point or east to Geology Cove). With current Ventura ferry schedules, would coincide with the early ferry (affords free time to hike, snorkel, or explore) or the 12pm ferry (time to visit the Channel Islands National Park Ventura Visitors Center first).
3hr	Tour both sides of Scorpion Anchorage (west to Cavern Point and east to Geology Cove). Typically would coincide with the morning Ventura ferry.
4hr	Tour to Potato Harbor or San Pedro Point and return. Suited to intermediate and advanced paddlers who are comfortable paddling for long periods.
6hr	Tour to Coche Point and return, with a stop for swimming, snorkeling, and lunch at Potato Harbor. Suited only to advanced paddlers.
2 days	A 3hr tour on day one and a 4-6 hr tour on day two. We will assist in planning ferry

	and campsite reservations for all multi-day trips.
3 days	A 2 day tour followed by a third day for paddling or snorkeling. We will accommodate groups extending to additional days or breaking up the trip with a day of non-guided hiking or relaxation on the island.

(ii) Group size: offer private tours to groups larger than 8 people for all kayak tours offered, and full day private tours. Accommodate large groups over 30 or more (subject to park approval).

(iii) Difficulty

Beginner	<p>Ages 5 and older who meet American Canoe Association (ACA) essential eligibility criteria, which we include on our website and gauge through our reservations staff. This tour is suitable for families with children, first time kayakers, and school/youth groups. Duration will be 1.5hrs of paddling per day.</p> <ul style="list-style-type: none"> • Paddle up to 1.5 miles round trip at 1 mile per hour, and stop for rest breaks at least every 10-15 minutes. • Stay within 100 yards of shore and 3/4 mile from start. (This is 15 min if towed by guide or 3 min in Zodiac) • Paddle only to level 1 caves, sheltered coves, bays and other areas protected from high wind and swell (e.g., In/Out Cove, Scorpion Bay, Little Scorpion Rock). We will teach to ACA Level 1 curriculum and skills. • Explore only level 1 caves on calm days. These are the largest, least technical caves with minimal hazards.
Intermediate	<p>Ages 12 and older with an active lifestyle and some previous kayaking or canoe experience.</p> <ul style="list-style-type: none"> • Paddle up to 3 miles round trip, at a rate of 1.5 miles per hour, with rest stops every 20-30 minutes. • Stay within 200 yards from shore and 1.5 miles from start. (This is 30min if towed by guide or 6min in Zodiac) • Paddle mostly in sheltered coves but also for periods along stretches of water exposed to moderate swell and/or • Wind (Cavern Point, Split Rock, Scorpion Rock). We will teach to ACA Level 2-3 curriculum and skills. • Encounter waves of up to 3 feet and winds up to 15 knots. • Explore mostly level 1 caves, with level 2 caves being explored only on calm days.
Advanced	<p>Ages 16 and older who are active kayakers and have considerable ocean kayaking experience. Duration will be 3-6hrs of paddling per day. Kayaks used will be Prowler 13's – longer and more efficient.</p> <ul style="list-style-type: none"> • Paddle up to 7.6 miles round trip at 2-2.5 miles per hour, with rest breaks at least every 30 minutes. • Stay within 250 yards of shore and 3.8 miles from starting point (70min if towed by guide or 18min in Zodiac) • Paddle in a variety of environments, including long stretches of open water with limited or no accessible • Landing areas for periods of 60 minutes or more (e.g., Potato Harbor, Coche Point, San Pedro Point). We will • Teach to ACA Level 3-4 curriculum and skills. • May encounter currents up to 3 knots, headwinds up to 15 knots, and swells up to 3-4 feet. • Explore a variety of level 1 and 2 caves, with some level 3 caves on calm days.

(iv) Special interests

Native American History	A guide knowledgeable in Chumash history will tell and show the story of the first humans on Channel Islands: the rich Chumash maritime history, hunting and trading, tomol canoe building and paddling, the village of Swaxil at Scorpion, and mythical legends such as Rainbow Bridge.
Birding	A Certified Level 2 Birder guide will focus on the seabirds and pelagic birds that visit Santa Cruz Island. We will provide waterproof binoculars, and will identify and describe species, feeding, nesting, mating, and migration habits.
Photography	The guide will be a skilled photographer, and will give tips on lighting, contrast, subject framing, shutter speed, etc. Focus on unique cave formations.
Geology	A guide trained in geology will show and explain underwater island formation, the fault lines visible at Seal Beach, the chert and diatomaceous earth of Geology Cove, the landslides near Cavern Point, and other examples of local lava and sedimentary rocks.
Coche Point Pennipeds	This advanced tour to the remote Coche Point Rookery and Seal Beach Cave will look for Harbor Seals and California sea lions, observing their behavior and adaptations from a safe distance.
Ecosystem Balance	An expert local naturalist guide with experience volunteering or working for conservation groups at the Channel Islands will provide in depth interpretation about restoration projects and species recovery decline, visiting areas such as the Scorpion Rock, to view the seabird habitat restoration project.
Volcanic Caves	Guides with a geology background will explore a series of caves (the larger caves between Scorpion and Cavern Point, conditions permitting) that show great examples of rocks created by underwater volcanism, such as pillow lava along with fault lines, and will learn about littoral sea cave erosion, lichens and algae, and freshwater drips.
Intertidal Ecology	Explores this rich transitional area with an abundance of diverse creatures. Tour coincides with low tide for the best viewing, with exciting conditions around Neap tides.
Kelp Bed Ecology	Tours the dynamic kelp ecosystem, identify species, and discuss ecosystem balance, predator protection, canopy structure and growth. The many <i>Macrocystis Pyrifera</i> kelp forests around Scorpion Anchorage offer a lot of flexibility for the route.
Girl and Boy Scouts	Our certified BSA and GSA merit badge counselor guides will teach and verify skills, to help scouts earn merit badges in kayaking, LNT, oceanography and snorkeling.
Kids and Caves	For children age 5-16, to explore the Park with a parent in a double kayak.
Marine Protected Areas	We will tour the MPA between Scorpion Rock and Potato Harbor, noting species variety and volume inside and out of MPAs, and their benefits to ecosystems.
Botany Tour	Certified Field Botanist will lead tours close to the shoreline to see endemic and native plants (dudleya, choreopsis, hazardia, rock cress, etc.), algae, and lichens on rocky cliffs. This will be an easy level tour behind Little Scorpion Rock and East of Geology Cove.
Educational Groups	We will provide trained teachers for custom school and educational group tours, focusing on state science curriculum, and will assist in leading worksheets we provide before/after the tour.
Foreign Language Tours	When requested on clients' booking, we will assign to any regular tours a Spanish-speaking guide, to attract diverse groups to the Park. We will arrange a translator for other languages upon request.

Kayak and Snorkel Combo	Half kayaking and half snorkeling. Snorkeling from kayak (anchored or tethered to guide boat) is possible, allowing snorkeling in areas difficult to access by swimming or foot.
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- (d) Kayak Storage Area: Effective on and after the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract:
- (i) Located near maintenance area. Not to exceed 600sqft
 - (ii) Must be able to store 84 total kayaks during of season.
 - (iii) Kayak storage must be maintained in a neat and orderly fashion within the corral area when not in use. Stored in such a way as to not impede or restrict Service operations and equipment. All kayaking and associated kayaking equipment are to be stored in the corral nightly. The only amount of kayaks needed for the day are to be staged at the beach staging area. Kayaks staged at Scorpion Beach will be stacked and kept out of the way on the east side of the beach. Launching and landing must not obstruct use of the beach by the public. Staging of other equipment at the beach must be approved and coordinated with the Island Ranger.
- (e) Kayak Staging Area: Effective on and after the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract:
- (i) Footprint not to exceed 600sqft
 - (ii) Portable kayak racks may be used provided that any such racks shall be personal property to be provided by the Concessioner, pursuant to Section 8(e)(1) of the Contract and at the termination or expiration of the Contract must be removed or sold as provided in Section 15(d)(2) of the Contract. No racks may, under any circumstances, be placed such that the racks become a fixture as defined in Applicable Laws (including without limitation 36 C.F.R. Part 51) or loses identity as personal property by being attached to any real property.
 - (iii) Kayaks are to be transported to and from the beach staging area daily to meet daily demand and to remove all kayaks from beach nightly and during the off-season.
 - (iv) Visual obtrusion to be avoided, racks need to maintain a low profile.
 - (v) Racks to be removed during off-season.
 - (vi) No changing areas or bathrooms are authorized at the staging area.
 - (vii) Provide secure lock box for clients' personal items and backpacks to keep wildlife out; location and design subject to review and approval by the Superintendent.
- (f) Safety:
- (i) Every guide will have First Aid, CPR, AED and concessioner's Crisis Management Plan training. Guides will be trained in ACA Level 3 Kayak Skills, FEMA Incident Command System ICS100 and WFR, and NASAR Basic/Underwater Search and Rescue (SAR).
 - (ii) Concessioner will certify 2 staff to ACA Level 3 Instructor Trainer, **not later than 2 years after the effective date of the Contract**, and maintain at least one for the entire contract
 - (iii) Lead Guides will be ACA certified Paddle Sports Safety Facilitators, **not later than 2 years after the effective date of the Contract**.
 - (iv) The GM will complete SARTECH III Search and Rescue and ICS 100/200 certifications.
 - (v) A fully trailed guide will staff the storefront (if installed)
 - (vi) No alcoholic drinks or controlled substances are permitted on tours.
 - (vii) Concessioner is required to provide each lead guide with a NPS compatible radio.
 - (viii) All boat regulations must be adhered to.
 - (ix) Concessioner must coordinate with the Service to adhere to temporary beach and water closures to prevent conflicts between boat operations and kayaking and snorkeling activities.

- (x) The Concessioner must provide basic kayak safety and paddling instructions to the visitors.
- All associated safety equipment must be functional and meet required safety standards.
 - The visitors will receive orientation presented by concessioner's employee that includes information on appropriate kayak etiquette, personal safety, and a resource stewardship message.
 - Each kayak client, must be given a wearable life vest that fits properly and a helmet.
 - Each guide will provide the Island Ranger with a daily trip-by-trip passenger manifest at the beginning of each trip prior to departing the beach that includes the name(s) of the guide(s) and the names of each client, the trip destination and estimated time of return. Trip manifests must be closed out after each trip.
 - Children under the age of 16 must be accompanied by an adult. An adequate number of children and adult life vests must be provided. Concessioner may establish a minimum age limit.
 - Clients will receive an email with a link to the safety video tutorial before their trip (not to replace in-person orientation).
 - Safety orientation will include all criteria for safety presentations as listed in the ISO21103 Adventure Tourism Standard.
 - Kayak clients will complete a Safety Orientation Checklist.
 - Concessioner will have safety orientation presentation in printed form in multiple languages (English, Spanish, Mandarin, German, Italian, Japanese, and French); and will have a filmed presentation version available on a digital tablet.
- (g) Acknowledgement of purpose of activities. In accepting the conditions of providing the above mentioned visitor services, the Concessioner acknowledges that the activities must bear a direct relationship to the purpose for which the Area was established, i.e., visitor understanding and enjoyment of the Area. Even though the activity may be primarily recreational in nature, the Concessioner must provide stops and talks to explain the natural ecosystems, history, and culture within the Area to its clientele.
- (h) Group/Private Lessons. The Concessioner must offer group and private kayak tours.

B) Concessioner-furnished Storefront:

- (1) *General:* The Concessioner may provide a storefront ("Concessioner-furnished Storefront") following the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract for use in offering to the visiting public (1) limited convenience item sales and (2) snorkel equipment rentals and sale of guided snorkel tours. The Concessioner-furnished Storefront shall be personal property to be provided by the Concessioner, pursuant to Section 8(e)(1) of the Contract and at the termination or expiration of the Contract must be removed or sold as provided in Section 15(d)(2) of the Contract.
- (2) *Specifications:* The Concessioner-furnished Storefront shall
- (a) Be compatible with the historic character of the area and located on the west side of the bunkhouse property immediately adjacent to the fence-line.
 - (b) Consist of Eco-Tent or Tuff Shed like structures.
 - (c) Footprint not to exceed 120 sqft per structure.
 - (d) Structures will be installed to U.S. Green Building Council's Silver LEED standards (in consultation with a LEED AP BD+C certified consultant), if applicable.
 - (e) Changing areas may be built on the backside of the storefront or a total of 4 areas (not included in the footprint).
 - (f) The Concessioner will coordinate with the Service for water and sewer to the Temporary Storefront.

- (g) Not sell products with excessive or problematic packaging (e.g. plastic wrapping that could end up in ocean).
- (h) Only sell only reusable water bottles, and allow clients to fill bottles for free.

(3) *Location and Placement*: The Concessioner-furnished Storefront may not, under any circumstances, be placed such that the Concessioner-furnished Storefront becomes a fixture as defined in Applicable Laws (including without limitation 36 C.F.R. Part 51) or loses identity as personal property by being attached to any real property. The Concessioner is prohibited by Section 8(a) of the Contract from constructing any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands.

C) Snorkel Equipment Rentals: Effective on and after the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract:

Guided and Non-Guided Rentals

(1) Standards. See Exhibit A Attachment H for Recreation Equipment Rental Standards. Additional equipment rental standards are outlined below.

- (a) General. The Concessioner is authorized to lead guided snorkel trips and rent snorkel equipment and other equipment appropriate for approved services. Equipment rentals may be offered at the Concessioner-furnished Storefront (See Map 25 Final GMP).
- (b) Snorkeling Equipment: The Concessioner’s equipment is the sole responsibility of the Concessioner to purchase, operate, store and maintain. The Concessioner must have a maximum amount of snorkel equipment available that can fit within the Concessioner’s existing storage space. Each patron will be provided mask, fins, and snorkel.
 - (i) Wash Basin: This is an added requirement for use in rinsing wetsuits and snorkel gear. Approximately 55-gallon basin.
 - (ii) Drying rack designed to not have visual impact

(c) Maintenance Standards

- (i) Cleaning: Snorkel equipment will be cleaned on a regular basis, at a minimum after each use, and sanitized in accordance with applicable public health regulations.
- (ii) Inspection: Snorkel equipment will be inspected on a daily basis, prior to distribution to visitors, in order to ensure proper function and safety.

(d) Instruction: Basic instruction must be given on the use of snorkeling equipment and safety procedures. The visitors will receive snorkeling orientation presented by concession’s employee that includes information on appropriate snorkeling etiquette and a resource stewardship message.

(e) Dive Flag: A standard dive flag must be provided and prominently displayed during all snorkel operations.

(f) Snorkeler Supervision (Guided Snorkel Tours only): The Concessioner must have a maximum 8:1 client to guide ratio. The snorkeling guide must be First Aid/CPR certified or higher.

(g) Guided Snorkel Tours Offered:

- (i) Special interests: Ecosystem Balance, Urchin Barren (Geology Cove), Cave Snorkeling, Boy/Girl Scouts, Kelp Forest, Invertebrates, Garibaldi & Rockfish, Healthy MPAs (MPA Boundary)
- (ii) Difficulty

Beginner	Ages 5 and older, non-swimmers only if wearing life jacket. Stays within 30 yards of shore, ¼ mile of start, no deeper than 10’, and out of dense kelp. Surface snorkeling only.
Intermediate	Ages 12 and older, must be a swimmer. Stays within 50 yards of shore, 1/2 mile of start, and no deeper than 30 feet. Some kelp bed exploration and some skin-diving.
Advanced	Ages 16 and older, must have previous experience, PADI or NAUI certificated skin diver

	or Open Water Diver. Stays within 100 yards of shore, $\frac{3}{4}$ mile of start, and up to 70 feet deep. Regular skin diving.
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D) Limited Convenience Item Sales at the Concessioner-furnished Storefront: Effective on and after the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract:

- (1) Standards. See Exhibit A Attachment F and G for Retail (Convenience Store and Souvenir Gifts Recreation Specialty Store) Standards. Additional Retail standards are outlined below.
- (a) Selection. The Concessioner will carry a selection of limited general convenience items including sunscreen, lip balm, hats, sunglasses, and refillable water bottles. The Concessioner will work with the Service to ensure the quality and the items are appropriate for the Area.

11) REPORTING REQUIREMENTS

A) Park Reports

- (1) Annual Overall Rating. The Concessioner will receive an annual overall rating report by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual overall rating, which includes contractual, operational, public health, and risk management components.

B) Concessioner Operational Reports

The Service and/or its representatives will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

- (a) Management Listing. The on-site General Manager will provide the Service a list identifying the Concessioners key management and supervisory personnel by department, including their job titles, and office and emergency phone numbers **within 30 days** of the Contract execution, and by **April 1** of each year after and when significant revisions are made.
- (b) Incident Reports. The Concessioner will immediately report to the Service the following:
- Any fatalities or visitor-related incidents which could result in a tort claim to the United States
 - Property damage estimated to be over \$500
 - Employee or visitor injuries requiring more than minor first aid treatment
 - Any fires
 - Any motor vehicle accidents
 - Any incident that affects the Area's resources
 - Any known or suspected violations of the law
 - Hazardous or non-hazardous substance spills
- (c) Human Illness Reporting. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Service's Concession Management Specialist. This information, along with other information received, will be evaluated by the Public Health Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports will be made by telephone.
- (d) Certificates of Insurance. The Concessioner will provide annual updated statements and certificates of insurance **not later than 30 days after the insurance(s) renewal date(s)** and in accordance with the Contract.
- (e) Survey and Visitor Response Data. All surveys must be approved in advance by the Service. All customer satisfaction data collected by third parties that are provided to the Concessioner will be provided to the Service **within 14 days of receipt**.

(2) Annual Plans. The following reports are in addition to those mandated by the Contract. These reports will be delivered to the Area's Superintendent [OR] Concession Management Office.

(a) Operating Schedule.

C) Operational Reports by Use

All operational statistics for the individual Concession Facilities must be included in a monthly Concessioner operational report **due by the 15th day of the following month**. An annual summary report must be **due March 1 each year** and match Schedule M in the (audited) Annual Financial Report. This data must be presented in a concise, electronic spreadsheet (Microsoft Excel or equivalent) form.

(1) Guided Tours

(a) Revenue by tour type

(b) Number of tours, by type

(c) Number of clients

(d) Number of operating days

(e) Average daily, weekly, or monthly rate

(f) Turn away demand by type, date, and reason (e.g., weather cancellation, sold out, specified equipment not available, rate resistance)

(g) Number of guide employees

(2) Equipment Rental (Authorized Service)

(a) Average length of rental period, by type

(b) Average hourly, daily rate

(c) Turn away demand by type, date, and reason (e.g., sold out, specified equipment not available, rate resistance)

(d) Number of rental employees

(3) Retail (Authorized Service)

(a) Average retail check

(b) Number of transactions

(c) Number of Retail employees

(4) Other

(a) Any other revenue per month

D) Concessioner Financial Reporting

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

(1) Annual Budget. A budget including detailed utilization, revenue and expense projections, **due by January 31**.

(2) Monthly Franchise Fee Report. By the **15th of the month** as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

12) SUMMARY OF INITIAL AND RECURRING DUE DATES

Title	Schedule	Due Date
Contract & Exhibit A: Operating Plan		
Opening and Closing Plans	Annual	January 31
Actual Opening and Closing Dates (prior year)	Annual	January 31
Rate Approval Request	Annual	NLT 90 days in advance of intended effective date
Lost and Found	Initial	Within 45 days of Contract effective date
Visitor Comments and Complaints	Annual / Monthly	January 15; NLT 15 th of each month
Employee Handbook	Initial / Updated	Within 30 days of Contract effective date; as updated
Risk Management Plan	Initial / Annual	Within 120 days of Contract effective date; November 30
Emergency Response Plan & Hazard Communication Plan	Initial / Updated	Within 120 days of Contract effective date; as updated
Safety Representative	Initial / Updated	Within 60 days of Contract effective date; as updated
Acknowledgement of Risk	Updated	NLT 30 days in advance of proposed changes
Environmental Management Program	Initial / Annual	Within 120 days of Contract effective date; November 30
Fire Prevention, Protection, Suppression Inspections	Initial / Annual	Within 30 days of occupancy;
Advertisements & Promotional Material	As Needed	NLT 30 days in advance of need
Merchandise Plan	Initial	Within 180 days of Contract effective date
Certificate of Insurance	Annual	Within 30 days of renewal date
Environmental Report	Initial / Annual	Within 60 days of Contract effective date; December 31
Monthly Use Reports	Monthly	NLT 15 th of each month
Operational Reports by Use	Annual	Within 60 days after calendar year end
Annual Budget	Annual	January 31
Monthly Franchise Fee Report	Monthly	By the 15 th of each month
Exhibit A-1: Employee Housing Operating Plan		
Employee Housing Plan	Initial / Annual	Within 30 days of Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract
Designated Employee Housing Supervisors	Initial / As Updated	Within 30 days of Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract

Map 1 – Operating Area



EXHIBIT A-1

EMPLOYEE HOUSING OPERATING PLAN

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1) INTRODUCTION

This Employee Housing Operating Plan between Santa Barbara Adventure Company (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner (including but not limited to requirements to furnish certain Concessioner-owned Personal Property) and the Service with regard to those lands and facilities within Channel Islands National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

The Concessioner is required to provide the employee housing described in this Exhibit A-1 (**within 12 months of the Occupancy Date of Concession Facilities set by the Superintendent**) pursuant to the provisions of Exhibit C of the Contract. Each and every of the structures, interior furnishings, and related equipment (whether interior or exterior) shall be personal property to be provided by the Concessioner pursuant to Section 8(e)(1) of the Contract and at the termination or expiration of the Contract must be removed or sold as provided in Section 15(d)(2) of the Contract. No structure, furnishings, and/or equipment provided by the Concessioner may, under any circumstances, be placed such that the structure, furnishings, and/or equipment becomes a fixture as defined in Applicable Laws (including without limitation 36 C.F.R. Part 51) or loses identity as personal property by being attached to any real property. The Concessioner is prohibited by Section 8(a) of the Contract from constructing any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands.

The Housing Operations Plan is to include housing, a kitchen/dining facility. The Concessioner will coordinate with the Service on bathroom and shower facilities. The requirements of this Exhibit A-1 are in addition to those set out in Exhibit A (Operating Plan).

2) GENERAL RESPONSIBILITIES

A) Concessioner is to:

- (1) Submit a plan for the housing layout to the Service for approval before implementation, **within 30 days of the Occupancy Date of Concession Facilities set by the Superintendent, pursuant to the provisions of Exhibit C of the Contract.** Address all requirements including:
 - (a) Solar placement and battery storage must be incorporated within the built footprint (placed on roofs of the kitchen/dining/housing facilities if practical).
 - (b) **Within the first 12 months of the Occupancy Date of the Concession Facilities, Concessioner must spend no less than \$40,000 to install and maintain throughout the term of the Contract an "off-grid" solar power system** including, at a minimum the following elements (or equivalent brands and capabilities):
 - i. Design for solar panels and energy storage to power all electrical needs of the facilities (allowing propane use as last resort).
 - ii. Two Tesla Power Wall Lithium Ion batteries with a minimum of 12.8kWh storage capacity and 3.3kW peak power.
 - iii. One SolarEdge SE7600A-USS 7.6 kW Inverter.
 - iv. Sun Power 270W solar panels.
 - v. SmartStrip power strips installed on all outlets.
 - vi. Goal Zero Nomad 20 solar panel system for each housing structure.
 - vii. Solar hot water system. SunEarth system, composed of a flat plate solar circulator-collector on the kitchen/dining facility roof and an 80-gallon storage tank. System will provide 41,000 BTU of heating per day.
 - viii. Eco Drain A1000 system on all drains to recover 45% of heat.
 - ix. Install electric cooking stovetop, microwave, toaster oven and kettle. Install a pilotless propane stovetop for backup.

- x. Insulate all hot water pipes with 2-inch Armaflex rubber sealed, closed cell foam with an R-Value of 9.6 or greater.
- xi. Install low flow faucet heads, aerators, and a water pressure Regulator to reduce flow of hot water.
- (c) Shield housing lighting from the campground. Outside lighting must be shielded to point downward (LED only). Protection of night sky is required.
- (d) Clothes lines need to be portable and removed when not in use.
- (e) No clothes washer or dryer. No dishwashers.
- (f) On-demand hot water heaters
- (g) Propane required for cooking appliances and hot water.
- (h) Screening between the housing area and the campground and trail system. Only island native plant species may be used.
- (i) Structures will be installed to U.S. Green Building Council's Silver LEED standards (in consultation with a LEED AP BD+C certified consultant), if applicable.

B) Housing Structures:

- (a) Structures are considered personal property and must match the character of the Area.
- (b) Structures must be eco-tents, bungalow, platform tents or similar design.
- (c) Units must be fox and rodent proof.
- (d) Install exactly 7 units, 6 may be double occupancy.
- (e) Each unit may not exceed a footprint 12'x14'.

C) Kitchen/Dining Facility:

- (a) Structures are considered personal property and must match the character of the area.
- (b) Match the character of the area if a hard-sided structure is constructed.
- (c) Footprint not to exceed 700 sqft.
- (d) Units must be fox and rodent proof.
- (e) Dining area must be within the same space, however, dining area does not have to be fully enclosed.
- (f) Structures must be eco-tents, bungalow, platform tents or similar design.
- (g) Propane tanks. A minimum of 2 (maximum 4), 240 gallon tanks with rollover protection (cradle) according to Service specifications, available upon request.

D) The Concessioner is responsible for submitting the following information:

- (a) An initial Employee Housing Plan which includes the following information:
 - i. Maximum bed occupancy for each structure
 - ii. Anticipated annual occupancy
 - iii. Rate charged employee for use
 - iv. Dates of intended use for each structure

The plan must meet all Applicable Laws. The Employee Housing Plan must be submitted to the Service **within 30 days following the Occupancy Date of Concession Facilities set by the Superintendent) pursuant to the provisions of Exhibit C of the Contract.**

3) STANDARDS**A) General**

- (1) The Concessioner must provide housing.
- (2) The Concessioner must manage its employee housing rental on a cost recovery basis and not as a profit center.
- (3) The Concessioner must designate a supervisor for employee housing at each shared housing location and provide the supervisor's name and contact information to the Service **within 30**

days of the Occupancy Date of Concession Facilities set by the Superintendent) pursuant to the provisions of Exhibit C of the Contract, and as updated.

- (4) Abandoned Property and Personal Property in Employee Housing Areas
 - (a) The Concessioner must remove abandoned property in a timely manner and not store any abandoned property within any Concession Facilities longer than 30 days.
 - (b) The Concessioner must remove personal property in various states of disrepair in all housing areas within a designated and reasonable time. The Concessioner must post a time frame in places obvious to all employees and advise the Service of the time frame.

B) Employee Housing Agreement and Policies

- (1) *Employee Housing Agreement.* The Concessioner must develop an agreement for all employee housing. This agreement must include employee housing rules and regulations, including housing rates for employees, deposit and refund policies, assignment policies, policies regarding overnight guests, no smoking, no pets, quiet hours, and provide employees information regarding naturally occurring risks within the Area and mitigation including rock fall, tree failures, high wind events, wildfire, and other evacuation plans. The Employee Housing Agreement is subject to review by the Service and must be made available upon request.
- (2) The Concessioner must inform employees occupying the Concessioner's employee housing area of Service regulations and policies, including but not limited to occupancy within the Area. Information can be distributed through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.

C) Requirements of Housing

- (1) The Concessioner must provide adequate cooking and food storage facilities as appropriate and feasible.
 - (a) The Concessioner must provide all food and meals at no cost to the on-site employee, with themed Cooking Nights. Concessioner will spend no less than \$15,000 annually to provide foods to on-site employees.
- (2) Cooking and food storage facilities must be rodent and pest proof. Measures must be in place to prevent the spread of disease and illness. Concessioner will provide the following measures, at a minimum, to prevent wildlife interactions throughout the Contract:

<p>Dining</p> <ul style="list-style-type: none"> • Staff eating outdoors must use a placemat to catch crumbs, and must cover food with an opaque, weighted cover if the employee gets up from the table. • Store all fresh food in a lockable fridge or freezer. • Store dry food in airtight containers inside a locked pantry made from chew proof stainless steel with a spring loaded • Self-closing door. • Install a two compartment, steel, auto locking, Bear Box to collect trash and recycling inside the dining facility. 	<p>Housing Policies</p> <ul style="list-style-type: none"> • Keep doors closed at all times, except when entering/exiting. • No food in the staff housing units. • Store bedding in a lockable box if unit is unoccupied for 24hrs or more, to prevent rodent nesting. • Staff will store loose personal items in lockable boxes inside the unit, if absent from the unit for 4hrs or more. This discourages animals exploring smells/objects or nesting. • Housing Supervisor will conduct an end of day digital checklist each night by 10pm to ensure all doors & windows are closed. • Housing Supervisor will conduct a digital checklist inspection of all facilities daily for any damage, cracks, or potential points of entry. Any signs of wildlife will be reported to General Manager (GM) to review.
<p>Food Preparation</p> <ul style="list-style-type: none"> • Collect compost in airtight containers until shipped. • One person each meal will use a digital checklist 	<p>Reducing Odors Attracting Wildlife</p> <ul style="list-style-type: none"> • Supply fragrance free cleaners, toothpaste, soaps, shampoos. • Keep unground coffee in sealed jar, brewed

<p>to ensure all areas are clean, with no food scraps.</p> <ul style="list-style-type: none"> • Clean kitchen immediately after every meal. 	<p>coffee in urn.</p> <ul style="list-style-type: none"> • Educate employees on the effect of scented cologne perfume and deodorant and provide a list of fragrance free alternatives. • Use fragrance free cleaners for washing all gear.
<p>Staging Area</p> <ul style="list-style-type: none"> • Store client's food and belongings in temporary lockable storage boxes while kayaking to keep out ravens and foxes. • Remove boxes at the end of tours. 	

- (3) Hantavirus. Every housing area occupant must receive and sign the Service Hantavirus acknowledgment (Park Directive CHIS-004a). The Concessioner must retain signed copies on file and made available upon request.
- (4) The Concessioner must furnish employee rooms adequately to serve the number of occupants. The Concessioner must ensure that occupancy levels based upon Area Fire Codes are not exceeded.
- (5) Satellite internet connection and computer for phone and email communication must be made available (not for entertainment).
- (6) Provide telescope, board games, cards, reading materials, and tablets preloaded with movies (updated annually).
- (7) Lockers provided for personal items on-site.
- (8) Concessioner will supply biodegradable, natural plant based soaps, shampoos, and cleaners at no cost to employees.

Exhibit A-1, effective date: JANUARY 27, 2017

RISK MANAGEMENT PROGRAM STANDARDS

PURPOSE

These standards define NPS minimum requirements for concessioner Risk Management Programs (RMPs) in accordance with NPS policy. The RMP is the management system the concessioner develops and implements to address the risk management aspects of its operations. Concessioners are independently responsible for developing and implementing an RMP of adequate scope and content to comply with all Applicable Laws and to provide for a safe and healthy environment for employees and visitors, irrespective of these RMP standards.

AUTHORITIES

NPS Management Policies (section 10.2.4.8) states that concessioners are responsible for managing all their operations to minimize risk and control loss due to accident, illness, or injury, and that concession contracts must contain requirements for each concessioner to develop a RMP that is (1) appropriate in scope to the size and nature of the operation, (2) in accord with the [Occupational Safety and Health Act of 1970](#) and the NPS concession risk management program, and (3) accepted by the superintendent.

STANDARDS DEVELOPMENT AND UPDATE

The standards were developed in consideration of Applicable Laws, industry safety management standards (such as BS OHSAS 18001), NPS risk management and Operational Leadership policy and guidance, past NPS concession RMP policy and standards, and concessioner risk management practices. This standard will be periodically reviewed and may be revised to reflect changes in Applicable Laws, industry practices, or to provide program improvements.

RMP STANDARDS

The RMP standards defined by the NPS consist of the requirements associated with ten elements, identified in Table 1 below. While the RMP must address each of these elements, it should be specific to, and adequately address, the type and size of services the concessioner provides under its concession contract with the NPS. The RMP can, and should, be simple and flexible to ensure it is fully embraced and implemented by the concessioner's management and staff. More complex operations and services, or additional park requirements to prepare for specific events, may warrant a more detailed program with additional elements or sub-elements than those defined through the NPS standard.

Table 1 – NPS Concession RMP Elements

1	Risk Management Program Scope	6	Reporting
2	Responsibility and Accountability	7	Inspections and Corrective Action
3	Training	8	Hazard Incident Investigations and Abatement
4	Documentation and Operational Controls	9	Management Review
5	Communication	10	Other Contract Requirements

RMP Element 1 –Risk Management Program Scope

The concessioner must establish and maintain an RMP appropriate for the activities, size, and complexity of the operation.

Standards:

- 1.1 The RMP is documented, and its scope covers the ten risk management elements. Furthermore, the RMP scope addresses the risk management objectives and aspects applicable to the operation, including:
 - legal requirements (Applicable Laws), contract requirements (including requirements contained in Exhibits), and safety best management practices
 - employee and visitor hazards
 - operational, facility and natural hazards
- 1.2 The RMP establishes a safety policy for the organization. The policy indicates commitment to:
 - compliance with Applicable Laws
 - providing a safe and healthful environment for employees, park staff and visitors to the extent possible
 - assigning responsibilities
 - providing staff and resources
 - monitoring performance

RMP Element 2 – Responsibility and Accountability

The concessioner must establish the organizational structure, personnel roles and responsibilities, and resources needed to effectively implement the RMP.

Standards:

- 2.1 The concessioner identifies a safety and health official, and documents this assignment in the RMP.
- 2.2 The concessioner identifies the risk management organizational and staff responsibilities, and documents this structure and assignments in the RMP.
- 2.3 RMP resources are developed, documented in the RMP, and applied; resources are adequate to execute the program. Resources include:
 - personnel (e.g., number of staff, experience and skills)
 - facilities and equipment
 - information, documentation, and data management systems
 - agreements for support from outside contractors and agencies
 - training programs for concession personnel

RMP Element 3 – Training and Qualifications

Personnel must be competent to perform the tasks assigned to implement the RMP.

- 3.1 Managers and staff with safety and health responsibilities meet the qualification requirements defined in the contract and RMP. Competency requirements are defined by appropriate education, training, and experience.
- 3.2 A training plan is developed, documented in the RMP, and executed; and includes:
 - Defined training requirements for the safety officer and other personnel, including requirements to meet Applicable Laws, the contract, and the RMP.
 - Required training records, such as training materials, schedules, and participant records.
- 3.3 The concessioner has conducted and documented all training.

RMP Element 4 – Documentation and Operational Controls

The concessioner must establish and maintain plans and procedures to manage operations and emergencies associated with its RMP. The number and complexity of these plans and procedures will depend on the size and complexity of the concessions operation. Some plans and procedures may be required by Applicable Law or the contract.

Standards:

- 4.1 RMP plans and standard operating procedures are developed, implemented, maintained, and included or referenced in the RMP. These plans and procedures address requirements in Applicable Laws, the contract, and the RMP to ensure safe operations. Some plans and procedures may overlap with those in the EMP. Examples of operating procedures include:
- Procedures for the safe storage and handling of chemicals
 - Procedures for embarking and disembarking visitors
 - Procedures for safe equipment use
 - Procedures for managing wildlife interactions
 - Procedures for cancelling operations due to weather
- 4.2 RMP emergency plans and procedures are developed, documented (if applicable), implemented, maintained, and included or referenced in the RMP. These plans and procedures address requirements in Applicable Laws, the contract, and the RMP. Some plans and procedures may overlap with those in the EMP. Emergencies to be addressed include:
- Natural disasters (earthquakes, floods, tornados, hurricanes, etc.)
 - Motor vehicle incidents
 - Medical emergencies (visitors and employees)
 - Fire (structural, motor vehicles, wildfires, etc.)
 - Terrorism and law enforcement activities
 - Accidents and fatalities (visitors and employees within park boundaries)

RMP Element 5 - Communication

The RMP must be effectively communicated internally to concession employees, and externally to park personnel, visitors, and to other parties that could be involved in the RMP.

Standards:

- 5.1 The RMP is available to staff and communicated throughout the concession organization so that personnel understand and can effectively implement the RMP.
- 5.2 The RMP addresses procedures for communicating hazards to visitors. The hazards may include:
- Activity-related hazards (e.g., white water rafting)
 - Natural resource-related hazards (e.g., bears)
 - Facility-related hazards and procedures (e.g., property evacuation maps)
- 5.3 Any visitor acknowledgment of risk is approved by the park. Waivers of liability are not used.
- 5.4 The concessioner's risk emergency plans are coordinated and agreements in place with other applicable parties such as the NPS, other federal, state, or local emergency response agencies.

RMP Element 6 - Reporting

As part of its RMP, the concessioner must develop and implement procedures for reporting internally within the concession organization, and externally to the park and other regulatory agencies.

Standards:

- 6.1 All documents, reports, monitoring data, manifests, notices and other documentation required to be submitted to regulatory agencies are submitted on time and in accordance with Applicable Laws. Copies of such communications are provided to the NPS in accordance with the contract. Additional plans, reports, and other documentation are submitted to the NPS in accordance with the contract and RMP.
- 6.2 Imminent danger and serious incidents are reported to the park in a timely manner in accordance with the contract and RMP.
- 6.3 Annual reports include internal, park, and other regulatory agency risk data, and are submitted to the NPS in accordance with the contract and RMP.

RMP Element 7 – Inspections and Corrective Action

Concessioners must develop and implement safety inspection processes to identify risk management issues. Inspections must be conducted by persons trained and capable of recognizing and evaluating the applicable aspects of the operation. Inspections may be conducted for the concessioner by a qualified third party. Concessioners must also develop and implement a process for abating deficiencies identified through their inspection processes or by any regulatory agency.

Standards:

- 7.1 Safety inspections are conducted as specified in the contract and RMP or as otherwise necessary to effectively manage operations safely. Formal and routine inspections are scheduled, conducted, and documented. The inspections are conducted by qualified personnel as described in the RMP.
- 7.2 Imminent danger, serious, and non-serious hazard deficiencies identified by internal or external inspections are analyzed, corrected, or mitigated within the contract or RMP required timeframes. Any deviations from these timeframes are accepted by the park and documented.

RMP Element 8 – Emergency Incident Investigation and Abatement

Concessioners must develop and implement procedures to address accidents/incidents as part of its RMP.

Standards:

- 8.1 Accidents/incidents are responded to in a timely and effective manner.
- 8.2 An investigation is conducted for every accident/incident.
 - The investigation includes an analysis to determine the cause.
 - Corrective action is taken to mitigate recurrences of the accident/incident.

RMP Element 9 – Management Review

Concessioners must conduct a management review of the RMP at least annually to ensure its continued suitability, adequacy, and effectiveness. This review should consider performance against internal indicators such as health and safety goals and objectives. The review must also consider program failures that occurred during the year. The RMP must be modified to reflect any necessary changes to address any program gaps required.

Standards:

- 9.1 The RMP is reviewed at least annually, and updated as necessary.

- The RMP review includes analysis of performance in each RMP element area to determine any systemic program failures (particularly failures that resulted in fatal or serious accidents/incidents or imminent danger hazard deficiencies) and non-compliance with Applicable Laws.
- Systemic problems are addressed in RMP updates.

9.2 The initial RMP is submitted to the park within the contract specified timeframe for review, and is accepted by the park. Any subsequent documented RMP updates are submitted to the park for review and acceptance.

RMP Element 10 – Other Contract Requirements

In addition to the requirements outlined for other RMP elements, the concession contract may have additional risk management requirements in the contract, operating, or maintenance plans that are *de facto* standards.

10.1 Contract-specific safety and health requirements not otherwise addressed in the RMP standards are met.

DEFINITIONS

Applicable Laws: The laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

Concession Contract: A binding written agreement between the NPS Director and a concessioner entered into under 36 CFR 51. It authorizes concessioners to provide certain visitor services within a park under specified terms and conditions. All NPS concessioners awarded concessions contracts that are based on the standard concession contract provisions published in the Federal Register on May 4, 2000 (65 FR 26051-26086: Part III, Department of the Interior, National Park Service, Standard Concession Contract; Revision; Notice), are required under Section 4 of the standard concession contract to prepare and submit an initial written RMP to the park within 60 days of the effective date of their concession contract for acceptance.

Emergency Action Plan (EAP): Contract required emergency plan to ensure visitor and employee safety. Emergencies include:

- Natural disasters (earthquakes, floods, tornados, hurricanes, etc.)
- Motor vehicle incidents
- Medical emergencies (visitors and employees)
- Fire (structural, motor vehicles, wildfires, etc.)
- Terrorism and law enforcement activities
- Accidents and fatalities (visitors and employees within park boundaries)
- Hazardous spills or releases

Incident: Incidents which must be reported to the park include:

- Fatalities
- Visitor incidents which could result in a tort claim against the United States
- Property damage incidents over \$500
- Employee injuries requiring more than first aid treatment
- Any fire
- Motor vehicle accidents over \$250

Deficiencies: Deficiencies are classified into one of three categories.

- Imminent danger: A condition or practice with potential for loss of life or body part, permanent disability, and/or extensive loss of structure, equipment or material.
- Serious hazard: A condition or practice with potential for serious injury or illness resulting in temporary disability or property damage that is disruptive, but less severe than imminent danger.
- Non-serious hazard: A condition or practice with potential for minor non-disability injury or illness or non-disruptive property damage.

Timely: The period of time reasonable under the circumstances. Corrective action for deficiencies is completed within the maximum time limits:

- Imminent danger: immediately
- Serious hazard: 15 days
- Non-serious hazard: 45 days

RESOURCES (available soon on SharePoint)

For more detailed guidance on the Risk Management Program, please refer to the following:

RM 48 Chapter 5: Contract Management

RM 48 Chapter 6: Concession Review Program

RMP Guidance

RMP example

ENVIRONMENTAL MANAGEMENT PROGRAM STANDARDS

PURPOSE

These standards define NPS minimum requirements for concessioner Environmental Management Programs (EMPs) in accordance with NPS policy. The EMP is the management system the concessioner develops and implements to address the environmental management aspects of its operations. Concessioners are independently responsible for developing and implementing an EMP of adequate scope and content to comply with all Applicable Laws and to provide for the protection of the environment, irrespective of these EMP standards.

AUTHORITIES

NPS Management Policies (10.2.4.10) states that concessioners are required to meet environmental compliance objectives by complying with all applicable laws pertaining to environmental health and safety and implementing environmental best management practices in all areas of the concession operation. Management Policies also state that Concessioners are required by contract to develop document, implement and comply with an EMP that is (1) appropriate to the nature and size of the operation, (2) accounts for the activities with potential environmental impacts conducted by the concessioner or to which the concessioner contributes, (3) updated at least annually, and (4) accepted by the superintendent.

EMP requirements are further defined in the Standard Concession Contract (Section 6 for Category I and II contracts, and Section 4 and Addendum 4 for Category III contracts). The NPS requires that this program is documented for Category I and II contracts, and defines nine specific areas that must be covered in the written document. The EMP is not required to be documented for Category III concession contracts unless specified as a unique contract requirement. Concessioners operating under a Category III contract are, however, still required to have a 'program' in place, even if undocumented, to manage its operations and meet their contractually stated environmental objectives.

STANDARDS DEVELOPMENT AND UPDATE

The standards were developed in consideration of Applicable Laws, industry environmental management standards (such as ISO 14001), NPS environmental policy and guidance, and concessioner environmental management practices. These standards will be periodically reviewed and may be revised to reflect changes in Applicable Laws, industry practices, or to provide program improvements.

EMP STANDARDS

The EMP standards defined by the NPS consist of the requirements associated with eight elements, identified in Table 1 below (many, but not all, directly correspond to the EMP areas defined in Section 6 of the concession contract). While the EMP must address each of these elements, it should be specific to, and adequately address, the type and size of services the concessioner provides under its concession contract with the NPS. The EMP can, and should be, simple and flexible to ensure it is fully embraced and implemented by the concessioner's management and staff. More complex operations and services, or additional park requirements to address specific environmental impacts or activities, may warrant a more detailed program with additional elements or sub-elements than those defined through the NPS standards. Category III contracts may not be contractually required to meet some of the elements and standards, unless they are uniquely identified for that particular contract. The elements and/or standards that do not generally apply to Category III contracts are identified with a '#' symbol.

Table 1 – NPS Concession EMP Elements

1	Environmental Management Program Scope	5	Communications
2	Responsibility and Accountability	6	Reporting
3	Training	7	Monitoring, Measurement, and Corrective Action
4	Documentation and Operational Controls	8	Other Contract Requirements

EMP Element 1 –Environmental Management Program Scope

The concessioner establishes and maintains an EMP appropriate for the activities, size, and complexity of the operation.

Standards:

- 1.1 The concessioner’s EMP scope (whether documented or undocumented) covers the environmental objectives and environmental management aspects applicable to the operation including:
 - legal requirements (Applicable Laws), contract requirements (including requirements contained in Exhibits), and environmental best management practices
 - facilities and operations
 - natural and cultural resources
- 1.2# The EMP is documented.
- 1.3# The EMP establishes the concessioner’s environmental policy. The policy indicates commitment to:
 - compliance with Applicable Laws
 - protecting and conserving park resources and human health
 - assigning responsibilities
 - providing staff and resources
 - monitoring performance

EMP Element 2 – Responsibility and Accountability

The concessioner must establish the organizational structure, personnel roles and responsibilities, and resources needed to effectively implement the EMP.

Standards:

- 2.1# The concessioner must identify an environmental officer and/or program manager and document this assignment in the EMP. The environmental officer must meet the contract specified qualifications and requirements defined in the documented EMP.
- 2.2 The concessioner determines management and staff responsibilities as necessary to effectively manage environmental activities, and describes this structure and these assignments in the documented EMP (if applicable).
- 2.3 EMP resources are developed, documented in the EMP (if applicable), and applied; resources are adequate to execute the program. Resources include:
 - personnel (e.g., number of staff, experience and skills)
 - facilities and equipment
 - information, documentation, and data management systems
 - agreements for support from outside contractors and agencies

- training programs for concession personnel

EMP Element 3 – Training

Personnel must be competent to perform the tasks assigned to implement the EMP.

Standards:

- 3.1 Managers and staff with environmental management responsibilities meet qualification requirements defined in the contract and documented EMP (if applicable). Competency requirements are defined by appropriate education, training, and experience.
- 3.2 A training plan is developed, documented in the EMP (if applicable), and executed; and includes:
 - Defined training requirements for the environmental officer and other personnel, including requirements to meet Applicable Laws, the contract, and the EMP.
 - Required training records, such as training materials, schedules, and participant records.
- 3.3 The concessioner has conducted and documented all training.

EMP Element 4 – Documentation and Operational Controls

The concessioner must establish and maintain plans and procedures to manage operations and emergencies associated with its EMP. The number and complexity of these plans and procedures will depend on the size and complexity of the concessions operation. Some plans and procedures may be required by Applicable Law or the contract.

Standards:

- 4.1 EMP plans and standard operating procedures are developed, implemented, maintained, and included or referenced in the documented EMP (if applicable). These procedures address requirements in Applicable Laws, the contract, and the EMP to ensure protection of human health and the environment. Some plans and procedures may overlap with those in the RMP. Examples of operating procedures include:
 - Procedures for the storage and handling of chemicals
 - Procedures for the management and maintenance of fuel
 - Procedures for pesticide use
 - Procedures for hazardous and solid waste disposal
 - Procedures for weed and pest management
 - Procedures for the protection of cultural and archeological resources
- 4.2 EMP emergency plans and procedures for environmental management are developed, documented (if applicable), implemented, maintained, and included or referenced in the documented EMP (if applicable). These plans and procedures address requirements in Applicable Laws, the contract, and the EMP. Some plans and procedures may overlap with those in the RMP. Emergencies to be addressed include:
 - Hazardous substance spill response
 - Leaks from fuel storage tanks or other chemical storage areas
 - Storm water contamination

EMP Element 5 – Communication

The EMP must be effectively communicated internally to concessioner employees and externally to park personnel, visitors and to other parties involved in the EMP.

Standards:

- 5.1 The EMP is available to staff (if applicable), and communicated throughout the concession organization so that personnel understand and can effectively implement the EMP.
- 5.2 The EMP addresses procedures for communicating environmental controls and initiatives to visitors. These may include:
 - Handling hazardous materials (e.g., fuel)
 - Handling waste (e.g., trash)
 - Natural resource or cultural resource impacts
 - Pest management (e.g., notification of pests if observed)
- 5.3 The concessioner's environmental emergency plans are coordinated and agreements in place with other applicable parties such as the NPS, other federal, state, or local environmental agencies.

EMP Element 6 – Reporting

The concessioner must develop and implement procedures for reporting internally within the concession organization, and externally to the park and regulatory agencies.

Standards:

- 6.1 All documents, reports, monitoring data, manifests, notices and other documentation required to be submitted to regulatory agencies are submitted on time and in accordance with Applicable Laws. Copies of such communications are provided to the NPS in accordance with the contract. Additional plans, reports, and other documentation are submitted to the NPS in accordance with the contract and documented EMP (if applicable). These may include inventories of hazardous substance and waste streams.
- 6.2 Notices of any discharges, release or threatened release of hazardous or toxic substance, material or waste are reported in a timely manner to the NPS in accordance with the contract.
- 6.3 Any written, threatened or actual notices of violation of Applicable Law from any environmental regulatory agency are reported in a timely manner to the NPS in accordance with the contract.
- 6.4 The NPS is provided timely written advance notice of, and the opportunity to participate in, communications with regulatory agencies regarding the concessioner's environmental activities in accordance with the concession contract.

EMP Element 7 – Monitoring, Measurement and Corrective Action

Concessioners must develop and implement inspection processes to identify environmental management issues and correct deficiencies identified through such inspections. Concessioners effectively respond to environmental incidents. Concessioners must develop and implement management review procedures to improve EMP performance over time.

Standards:

- 7.1 Environmental inspections are completed as required by Applicable Law, the contract, the documented EMP (if applicable), or as otherwise necessary to effectively manage environmental activities.
- 7.2 Environmental deficiencies identified by internal or external inspections (e.g., NPS concession environmental audits, etc.) are analyzed, corrected, or mitigated within the timeframes designated by Applicable Law, the contract, documented EMP (if applicable), or inspection report. Any deviations from these timeframes are accepted by the park and documented.

7.3 Environmental incidents are responded to in a timely and effective manner to stop, contain, and remediate the incident. Investigations are conducted, and corrective actions are taken to prevent recurrences to the satisfaction of the NPS in accordance with the contract, EMP, and relevant regulations and NPS policies.

7.4# The EMP is reviewed at least annually, and updated as necessary.

- The EMP review includes analysis of performance in each EMP element area to determine any systemic program failures (particularly failures that resulted in serious incidents of inspection deficiencies), and non-compliance with Applicable Laws.
- Systemic problems are addressed in EMP updates.

7.5# The initial EMP is submitted to the park within the contract specified timeframe for review, and is accepted by the park. Any subsequent documented EMP updates are submitted to the park for review and acceptance.

EMP Element 8 – Other Contract Requirements

In addition to the requirements outlined for other EMP elements, the concession contract may have additional environmental requirements in the contract, operating, or maintenance plans that are *de facto* standards.

10.1 Contract-specific environmental requirements not otherwise addressed in the EMP standards are met.

DEFINITIONS

Applicable Laws: The laws of Congress governing the area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, Federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

Concession Contract: A binding written agreement between the NPS Director and a concessioner entered into under 36 CFR 51. It authorizes concessioners to provide certain visitor services within a park under specified terms and conditions.

Emergency Action Plan (EAP): Covers designated actions employers and employees must take to ensure employee safety from emergencies. Emergencies include hazardous substance spills or releases, especially if the park directs the concessioner not to clean up large (non-incident) hazardous substance spills or releases.

Environmental Management Program (EMP): Program that achieves the Standard Concession Contract Environmental Management Objectives of (1) complying with all applicable laws pertaining to the protection of human health and the environment and (2) incorporating best management practices in a concessioner's operation, construction, maintenance, acquisition, provision of visitor services, and other activities under a concession contract. The EMP should be developed, documented, implemented, and complied fully with by a concessioner to account for all activities with potential environmental impacts conducted by the concessioner or to which the concessioner contributes.

Standard Operating Procedure (SOP): Procedures used to carry out a specific activity or operation. SOPs are usually documented and filed or posted in a readily accessible location for employee review.

Sustainability: Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

United States Environmental Protection Agency (EPA): Federal agency responsible for developing and overseeing many environmental regulations at the Federal level.

RESOURCES (available soon on SharePoint)

For more detailed guidance on the Environmental Management Program, please refer to the following:

RM 48 Chapter 5: Contract Management

RM 48 Chapter 6: Concession Review Program

EMP Guidance

EMP example

ATTACHMENT C

SOUVENIR, GIFTS AND RECREATION SPECIALTY STORE CONCESSIONER PERFORMANCE STANDARDS

The focus of souvenir, gift and recreation specialty stores is to sell souvenirs and general merchandise, often to simply provide evidence that the consumer has visited that location; or, may specialize merchandise to predominantly one activity. Gift and souvenir items may include specialty food, handicrafts, and thematic merchandise (coffee mugs, stuffed animals, t-shirts, and postcards). Recreation specialty outlets typically focus on the sale of merchandise for a particular activity (boating, golf, mountaineering, camping) and may also rent equipment associated with that activity.

	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
Standard Number	A. Retail Facility - Exterior		
1	<u>Building Structure</u> - Building exteriors are maintained in good condition and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
2	<u>Landscaping/Grounds</u> - Landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC
3	<u>Parking</u> - Adequate parking spaces for automobiles, bicycles, etc., are provided. The parking area is paved and well-marked with stripes or other clearly visible method of designating spaces. Accessible spaces are prominently designated, clean, and free of refuse and obstructions. All parking areas, curbing, concrete bumpers, and driveways are well-maintained and free of excessive cracking, crumbling, holes, or unsightly repairs.	B	CC

4	Pathways, Sidewalks, Ramps, Steps, and Stairs - All pathways, sidewalks, ramps, steps and stairs are unobstructed and free of debris, obstructions, snow, and ice. These surfaces are maintained in good repair, free of excessive cracking, crumbling, holes, or tripping hazards, with well-maintained hand railings.	A	LS
5	Lighting/Illumination - Architecturally appropriate lighting is provided and maintained to indicate the entrance to the property and illuminate facades or signage so that guests can identify the building and safely navigate to it. Lighting is consistent with the NPS Night Sky requirements. Down-lighting is preferred on tall structures or post lights. Energy efficient bulbs are used in all fixtures, if feasible.	B	LS
6	Public Signs - Public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve and approved by the Superintendent prior to installation. Temporary signs are computer-generated, laminated and professional in appearance. Exterior windows are not impeded by signs in windows or other obstructions.	B	VS
7	Site Utilities and Equipment - All service areas and equipment such as above ground tanks and HVAC systems are adequately marked and maintained in a neat and orderly manner. All service areas are well-kept with litter and debris removed.	C	CC
8	Garbage and Trash/Recycling/Composting - Trash containers are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas are clean and orderly. Central refuse collection sites are screened from public view.	A	RP
9	Loading Docks/Delivery Area - Loading docks and delivery areas are clean, well-maintained and well screened from public view with fencing or other material consistent with the décor of the property. Fences and walls are cleared of overgrowth.	C	CC

10	Flags - Any national, state, or park flag displayed at an exterior location near the main entrance to the facility is in good condition and adheres to the display guidelines of the United States Flag Code. Flags are a minimum size of 3'x 5'. Any lighted flag display after dark adheres to NPS Night Sky requirements.	C	VS
11	ADA Accessibility – Buildings and areas meet the requirements of the Americans with Disabilities Act and all other applicable laws related to accessibility.	A	AL
B. Retail Facility - Interior			
12	Entrance Area - Store entrance and waiting areas are clean and well-maintained. Entrance area flooring is mopped or swept and cobwebs removed from walls and ceilings. Any benches, tables and other furnishings are clean and well-maintained.	B	CC
13	Storefront Windows, Doors, Floors, and Screens - Windows are clean and free of smudges and/or fingerprints. Window sills are in good condition. Appropriate, professional looking displays highlighting key merchandise and/or promotions are displayed. All promotions are current. Windows are uncluttered. Floors are clean, free of litter, and stains. Walls and ceilings are free of cracks and stains with a fresh appearance. Doors, windows, and screens are clean, in good working condition, and sufficiently tight to preclude the entry of rodents and insects.	B	CC
14	Aisles - Shopping aisles are uncluttered and not crowded with merchandise. The retail outlet has an uncluttered appearance. Opened and unopened boxed merchandise does not impede guest or employee safety. Retail sales floor is not be used for storage of merchandise.	A	CC
15	Public Restroom - Restrooms are clean, free of litter, well-illuminated, ventilated, and maintained. Restrooms are equipped with hot and cold running water, if available, or waterless hand cleaner provided. Toilet bowls, sinks and urinals are clean, free of stains and in proper operating condition. Toilet tissue, disposable towels, or air drying devices, if provided, are available at all times. Soap is provided, unless prohibited by park wildlife management plans. Walls, floors, ceilings, mirrors, waste receptacles, chairs and other furnishings are clean and well-maintained. Women's or unisex restrooms have a covered waste receptacle in every stall for the disposal of feminine hygiene products. The disposal containers are clean and emptied at least daily. Baby changing areas are provided in both men's and women's restrooms, unless a unisex restroom is available. Quality of decorative finishes is commensurate with the facility. A cleaning inspection log is maintained and posted on the back of the access	A	CC

	door noting time of cleaning inspection and initialed by inspector.		
16	Changing Rooms - Any dedicated changing room area used for visitors to try on apparel is equipped with operable doors, curtains or other devices to ensure guest privacy. Well-maintained and clean mirrors, hooks and appropriate seating are provided. Changing rooms are routinely checked for cleanliness and other left-behind merchandise. Carpeted changing rooms are preferred.	B	VS
17	Public Signs - Interior public signs for which the concessioner is responsible are appropriately located, accurate, attractive, and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance. Handwritten signs within assigned areas are not used unless the Service approves exceptions. Signage is neat and tidy, and does not create a cluttered or untidy look.	B	VS
18	Illumination - Sufficient energy-efficient lighting, including recessed, spot and flood lighting, are adequate and appropriate, complementary to the décor and overall merchandising strategy of the facility, and adequate for the display of retail goods. All light fixtures are clean, functional and in working condition with no burned out bulbs.	B	VS
19	Ventilation/Climate Control/Temperature - Public spaces are adequately ventilated with working climate control thermostats or other methods used to heat public spaces. Public spaces are maintained at a temperature consistent with guest comfort.	B	VS
20	Drinking Fountains – Any provided water fountains are clean and in good working condition.	B	CC
21	Noise/Music Level - Background music systems or intercom systems, if provided, are maintained in proper functioning order at all times. Recorded music, if provided, is played at a level so as not to disturb guests in adjoining areas. Except for emergencies, public area sound systems are not used to page guests.	C	VS
22	Storage Areas - Storage areas within view of the public are clean and neat with appropriate signage.	C	CC

23	Displays and Interactive Display Areas -Professionally manufactured equipment, complementary to the merchandising strategy of the store may be used to display merchandise. Hanging or displaying of a variety of merchandise from rafters, ceilings ropes, chains, over windows, in doorways or in the aisles, etc., is not acceptable, unless typically displayed in that manner in the retail industry. All CD/Music/Video displays are in working condition, or appropriate signage indicates any "out-of-service" displays. Any out of service units are repaired within a reasonable period of time, or removed from the sales floor.	B	CC
24	Merchandise Shelving - Shelving and other display fixtures are complementary to the merchandising strategy of the retail outlet. Shelving is of high quality, of good appearance and taste, and suitably finished for the décor to include rustic in appearance, if appropriate. Shelves are well-maintained, free of dust and fingerprints, and easily cleaned and maintained.	B	CC
25	Merchandise Carts and Shopping Baskets -A sufficient number of wheeled shopping carts and/or shopping baskets or bags used by visitors to assemble purchases are provided during all operating seasons. Carts or baskets are clean, well-maintained, and stored in a manner so as to not block aisles.	B	VS
26	Security Cameras - Any security cameras used in the operation are discrete and professionally mounted.	C	LS
C. Retail Safety			
27	Emergency Lighting/Exit Lights/Emergency Exits - Exit lights on permanent structures are on emergency circuits and in operation at all times. Emergency exits in all areas of the facility are adequately marked and unblocked.	A	LS
28	Fire Alarms and Pull Boxes - Fire alarms and pull boxes are visible and accessible to guests and employees.	A	LS
29	Fire Extinguishers - Accessible fire extinguishers suitable for use on all anticipated types of fires are appropriately located, visibly displayed, signed with proper, up-to-date operating instructions and visible inspection certificates or tags.	A	LS

30	Shelving and Display Safety - Products that can present safety or security concerns for guests (especially young children) are stored or displayed in areas not within easy guest reach, or are easily monitored or controlled by a concessioner employee. Glass shelving has rounded edges in areas of visitor contact. Products displays are securely fastened and displays are not top-heavy. Merchandise items stored on high shelves have appropriate staff assistance signage displayed.	A	LS
OPERATIONAL STANDARDS			
A. Merchandise			
Merchandise Selection			
31	General Merchandise - Items offered for sale shall reflect the park themes or general parameters identified by the park or concessioner's Merchandise Plan. Merchandise must be available at a range of prices. General souvenir and gift stores provide park guests with a wide price range of thematic merchandise, which may include authentic handicrafts, apparel, specialty gifts, jewelry, publications, and other souvenirs. Inexpensive collectibles, such as cups, glassware, spoons, caps, etc. along with clothing and children's merchandise that have a relationship with park themes, should also be offered for sale. Specialized retail outlets (e.g. climbing, skiing, golf, and camping) sell merchandise consistent with the intent of the retail outlet but still provide suitable merchandise at a range of price points. Regardless of the store type, the concessioner will actively seek and prominently display environmentally preferable merchandise such as those made with recycled content or using less toxic materials such as paper products and clothing. Printed/paper items (e.g. cards) should use recycled content wherever possible.	A	VS
32	Merchandise Condition - All merchandise neatly displayed, undamaged, rotated on a regular basis, and checked for cleanliness. Shopworn merchandise removed or discounted, and clearly labeled if still appropriate for sale.	A	CC
33	Authentic Native American Handicrafts - An active program to purchase and prominently display authentic Native American handicraft items representing Area and regional themes, including crafts by local and Native American artists shall be undertaken in accordance with the operating or merchandise plan.	A	AL

34	Foreign Imports - American manufactured items are preferred over imported items. Foreign imports are permitted if United States manufactured merchandise is unavailable for a merchandise category. Foreign imports should not be available in such quantity as to exclude other American manufactured merchandise.	B	VS
35	Animal Skins - Animal skins, fabricated into such items as leather gloves, skirts, or jackets, mukluks, etc., are sold provided they are obtained from legally authorized sources and not derived from threatened and/or endangered species.	B	VS
36	Other Acceptable Merchandise - The sales of outdated merchandise such as film and other items where spoilage is not a problem may be sold at a discount rate, provided they are properly labeled as being outdated, and displayed separately from merchandise which has not exceeded the manufacturers "Do not sell after" date. Clearance items are not sold past the sell-by date or if these would pose a health hazard.	B	VS
37	Unacceptable Merchandise - The sale of the following items are not permitted: <ul style="list-style-type: none"> -all articles that people with normal sensitivity might consider obscene, sexually oriented, suggestive, indecent, blasphemous, profane or vulgar or that ridicule established institutions, persons or customs, unless permitted by Park management -toy firearms, slingshots, paintball guns, etc. -animal skins or parts of animals obtained illegally or from threatened or endangered species. (These items also may not be incorporated into merchandise or used in displays.) -lead-containing artificial bait, live bait or fishing lures -Styrofoam coolers or flatware -items mislabeled as to character or origin, or otherwise misrepresented -merchandise which is harmful or hazardous -any merchandise prohibited by law, regulation, special directive or policy or that is contrary to the park's mission -merchandise that is subject to spoilage and has exceeded the producer's expiration date. 	A	VS
38	Plant and Seed Sales - Plant material and seeds of any origin are not available for sale, unless permitted in the park's Gift Shop Mission Statement or by the Park Superintendent.	B	VS
39	Internet Sales - Any merchandise sales conducted over the Internet by the Concessioner are governed in accordance with the Operating Plan and park's Gift Shop Mission Statement.	C	VS

40	Alcohol Sales – When alcohol is sold, all applicable Federal, State and local laws concerning liquor service, sales and consumption observed. Guests asked appropriately for age identification. A uniform carding policy instituted and applied. There is a clear indication as to the policy of off-site consumption.	A	AL
Labeling and Display			
41	General Merchandise Labeling - All merchandise is properly tagged as to selling price and point of origin, as available. Use of bar-code tags, stickers, grease pencils, stringed price tags, or other park approved methods are acceptable. Identical items may be marked by display area, rather than on each item. Items are clearly labeled for any mark-down or discount that will be applied.	A	VS
42	Handcraft Labeling and Display and Authentic Native American Handcraft Certification of Authenticity - Authentic Indian/Eskimo/Hawaiian/American Samoan handcrafts are labeled as “Authentic Native American Handcraft” and come with a certificate of authenticity. Handcrafted items that are not “Authentic Native American” are labeled as handcrafts and/or handmade and can be identified by display as well as by item label. The authenticity of each item is clearly stated, so as to distinguish it from commercial or machine-made Indian/Eskimo/Hawaiian/American Samoan style merchandise. Intermingling of other items of different origin is not permissible. Additionally, artists, producers or associations of producers of genuine handcraft articles must certify in writing to the concessioner that their products are produced according to authorized production standards. Such handcraft items shall be physically separated from manufactured facsimiles, from novelty items, from foreign imports, etc., to reduce purchaser confusion. Handcraft merchandise shall be clearly visible to attract guests and promote sales.	A	AL
43	General Merchandise Labeling for Natural Products - Merchandise made from natural products approved for sale or exhibit shall be labeled to indicate that the product was obtained from legally authorized sources outside of the park and not from rare, threatened, or endangered species. Merchandise shall be consistent with conservation and preservation of natural resources. The proposed sale of any replicas, or of geological merchandise, must be addressed in the Gift Shop’s Merchandise Plan.	B	VS

44	Foreign Product Labeling - Foreign imports must be properly labeled to indicate the origin of manufacture. Pricing labels shall not conceal the foreign point of origin or other identification. If merchandise is manufactured in multiple countries, the label should indicate product manufactured in multiple countries.	B	VS
45	General Merchandise Labeling – Animal Skins - Merchandise fabricated from animal skins must be labeled to indicate that skins were obtained from legally authorized sources and are not from threatened and/or endangered species. The manufacturer of such merchandise must certify in writing to the concessioner that their products meet these requirements.	B	VS
46	Handcraft Labeling and Display – Park Themes - Items of interpretive value and general value in natural and cultural education will be prominently displayed. Wherever possible and appropriate, the concessioner will attach informational tags or shelf signs to the sales items to show the item’s relationship to Area themes.	B	VS
47	General Merchandise Labeling – Employee and Local Residents Convenience Products - Merchandise sold primarily for employee or local residents' convenience such as school supplies, hardware or tools and cleaning supplies will be sold at the discretion of the Superintendent. If possible, this merchandise will be displayed less prominently.	C	VS
B. Service			
48	Hours of Operation - All facilities and services are operated in accordance with the specified and posted hours of operation. Hours of operation are prominently displayed at each facility and posted in such a manner as to be easily visible to the public.	B	VS
49	Checkout Areas - Checkout areas are clearly marked and visible. Checkout areas are designed and maintained in such a manner to allow for free-flowing visitor traffic. Special attention is made for the appropriateness of merchandise displayed near checkout areas. An electronic Point of Sale (POS) system is utilized to provide for timely and accurate checkout services and to support the reporting requirements outlined in the operating plan. Checkout services are timely and not burdensome to park guests.	B	VS
50	Cash Desk - The cash desk area shall be free of employee personal belongings and/or sensitive information or documentation (e.g. guest credit card slips).	C	VS

51	Lost and Found – Any and all items found are logged and turned into a designated secure location. Lost and found articles are dated, secured and stored. Records are maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.	C	VS
52	Return/Exchange Policies - A return and exchange policy relating to returns, restocking fees, time after purchase, and type of merchandise is approved by the Superintendent. A notice stating the policy is displayed in an area near the cash register.	C	VS
53	Payment Methods - The concessioner honors credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. The concessioner may accept debit cards and other types of payment methods including but not limited to travelers' checks, personal visitor checks and gift cards at its discretion or at the direction of the Service.	B	VS
54	Sales Verification - Sales are accurately and legibly recorded. Receipts are given for all purchases.	B	VS
55	Shopping Bag Reuse - The concessioner can institute a bag-on-request or bag reuse program as a waste reduction measure. Environmentally preferred bags (e.g. paper, compostable plastic) are used.	C	VS
C. Inventory Management			
56	Deliveries - To the extent possible, delivery trucks and delivery times do not interfere with business operations during peak visitor times of day. Delivery locations are non-public areas of the facility to the extent possible.	C	VS
57	Inventory Management/Tracking - An inventory management system is in place to keep accurate records of inventory in stock, beginning and ending inventory records to maximize sales per square foot within merchandise guidelines. The inventory management system is managed to sustain a sufficient level of inventory so merchandise does not run out of essential items, as defined in the Operating Plan and park's Gift Shop Mission Statement. Concessioners are permitted to promote end-of-season discounting to reduce excess merchandise.	B	VS
58	Authentic Native American Handcraft Records - Adequate records are kept to verify the adjustments made to gross receipts related to the sale of authentic Native American handcrafts. A single electronic POS system with designated SKUs for these items is preferred, but an alternative system (e.g. separate cash register)	B	AL

	may also be used. The concessioner maintains and provides for review, upon the request of the Service, certification of authenticity of all handcrafts for which an exception to franchise fee is claimed. The concessioner must submit procedures to meet this requirement upon request of the Service.		
59	Off-site Sales/Internet Records Management - A tracking system is maintained to account for revenues from off-site sales (internet, catalog, mail order).	C	VS
60	Loss Prevention - An appropriate loss prevention policy is developed and implemented that does not cause unnecessary inconvenience to guests. Concessioners may use appropriate tagging mechanisms or devices (security tags, retail security doorway towers) for high value or apparel items.	B	VS
D. Personnel			
61	Staffing Levels - All facilities and services are properly staffed so as to prevent undue delays. In determining what constitutes undue delay, consideration is given to the kinds and types of service rendered, and situations or conditions beyond the control of the concessioner such as unanticipated influxes of visitors, facility or equipment breakdowns or sudden weather changes. The reasonableness of the delay, based on the above, is the determining factor.	A	VS
62	Employee Attitude - Each employee projects a friendly, hospitable, helpful, positive attitude and capable and willing to answer visitors' questions (about both job and general park information).	A	VS
63	Employee Appearance - Each employee wears a uniform or name tag identifying them as a concession employee. The uniform is commensurate with the type of service provided. Employees present a neat, clean and otherwise attractive professional appearance.	A	VS
64	Employee Training Programs - An active training program for the development of the necessary skills and techniques is provided for all employees. These sessions stress work performance and, as appropriate to the position, also include technical training for specific equipment, first aid, AED, fire and life safety, product and service presentation, cleanliness, employee attitudes, NPS philosophy and policy and any other training requirements. Performance is indicative of good training.	A	VS

	E. Rates		
65	Approved Rates – All rates charged do not exceed those approved by the Superintendent. These rates are verified against the specific approved, service, quality, price or other such criteria.	A	VS

Ranking Definitions

A. Major

First Priority (A) conditions or practices create or have the potential to exert a **significant** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

B. Moderate

Second Priority (B) conditions or practices create or have the potential to exert a **moderate** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

C. Minor

Third Priority (C) conditions or practices create or have a potential to exert a **minor** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

Focus Area Acronyms

Primary Focus Area Abbreviation	Primary Focus Area
LS	Life Safety/Health
RP	Resource Protection
VS	Visitor Satisfaction
CC	Cleanliness/Condition
AL	Accessibility/Legal Requirements

ATTACHMENT D

CONVENIENCE STORES CONCESSIONER PERFORMANCE STANDARDS

Description - This category of retail specializes in the sale of immediately consumable, transient convenience type items. Convenience stores sell combination of grocery items and may include sales of gifts/souvenirs as well as grab and go food items, including hot dogs, muffins, sandwiches, soft drinks. Convenience stores may also operate in conjunction with land-based self-service fuel services.

	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
Standard Number	A. Retail Facility - Exterior		
1	<u>Building Structure</u> - Building exteriors are well-maintained and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
2	<u>Landscaping/Grounds</u> - Landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC
3	<u>Parking</u> - Adequate parking spaces for automobiles, bicycles, etc., is provided. The parking area is paved and well-marked with stripes or other clearly visible method of designating spaces. Accessible spaces are prominently designated, clean, and free of refuse and obstructions. All parking areas, curbing, concrete bumpers, and driveways are well-maintained and free of excessive cracking, crumbling, holes, or unsightly repairs.	B	CC

4	Pathways, Sidewalks, Ramps, Steps and Stairs - All pathways, sidewalks, ramps, steps and stairs are unobstructed and free of debris, obstructions, snow, and ice. These surfaces are maintained in good repair, free of excessive cracking, crumbling, holes, or tripping hazards, with well-maintained hand railings.	A	LS
5	Lighting/Illumination - Architecturally appropriate lighting is provided and maintained to indicate the entrance to the property, pathways, sidewalks, steps and stairs and illuminate facades or signage so that guests can identify the building and safely navigate to it. Lighting is consistent with the NPS Night Sky requirements. Down-lighting is preferred on tall structures or post lights. Energy efficient bulbs are used in all fixtures, if feasible.	A	LS
6	Public Signs – Public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve and approved by the Superintendent prior to installation. Temporary signs are computer-generated, laminated and professional in appearance. Exterior windows are not impeded by signs in windows or other obstructions.	B	VS
7	Site Utilities, Equipment and Delivery Area - All service areas and equipment such as above ground tanks and HVAC systems adequately marked and maintained in a neat and orderly manner. All service areas are well-kept with litter and debris removed.	C	CC
8	Garbage and Trash/Recycling/Composting - Trash containers are located conveniently and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas, if provided, are clean and	A	RP

	orderly. Central refuse collection sites are screened from public view.		
9	Loading Docks/Delivery Area - Loading docks and delivery areas are clean, well-maintained and well screened from public view with fencing or other material consistent with the décor of the property. Fences and walls are cleared of overgrowth.	C	CC
10	Flags - Any national, state, or park flag displayed at an exterior location near the main entrance is in good condition and adheres to the display guidelines of the United States Flag Code. Flags are a minimum size of 3'x 5'. Any lighted flag display adheres to NPS Night Sky requirements.	C	VS
11	ADA Accessibility – Buildings and areas meet the requirements of the Americans with Disabilities Act and all other applicable laws related to accessibility.	A	AL
12	Ice/Vending – Ice and vending machines are in good working order and well-maintained. Signage on the machine either relates to park interpretive themes or is generic in nature. Any machines temporarily out-of-service or out-of-service for the season has computer-generated signs directing visitors to the closest functioning unit. All machines that accept currency accept the Presidential \$1 coin. Any change machines which accept \$5 dollar bills or higher denominations are able to dispense \$1 coins in change. Each coin vending machine has signs and notices posted on the machines denoting the acceptance of the Presidential \$1 coin.	B	VS
B. Convenience Store - Interior			

13	Entrance Area - Store entrance and waiting areas are clean and well-maintained. Entrance area flooring is mopped or swept and cobwebs removed from walls and ceilings. Any entrance benches, tables and other outdoor furnishings are clean and well-maintained.	B	CC
14	Windows, Walls, Ceilings, Doors, Floors and Screens - Windows are clean and free of smudges and/or fingerprints. Window sills are in good condition. All promotions are current. Windows are uncluttered. Floors are clean, free of litter, and stains. Walls and ceilings are free of cracks and stains with a fresh appearance. Doors, windows and screens are clean, in good working condition, and sufficiently tight to preclude the entry of rodents and insects.	B	CC
15	Aisles – Shopping aisles are uncluttered and not crowded. Overall, the retail outlet has an uncluttered appearance. Aisle signage markers, if provided, are conveniently and accurately marked with information about what items are stocked in a particular aisle.	A	CC
16	Public Restroom - Restrooms are clean, free of litter, well-illuminated, ventilated, and maintained. Restrooms are equipped with hot and cold running water, if available, or waterless hand cleaner provided. Toilet bowls, sinks and urinals are clean, free of stains, and in proper operating condition. Toilet tissue, disposable towels, or air drying devices, if provided, are available at all times. Soap is provided, unless prohibited by park wildlife management plans. Walls, floors, ceilings, mirrors, waste receptacles, chairs and other furnishings are clean and well-maintained. Women's or unisex restrooms have a covered waste receptacle in every stall for the disposal of feminine hygiene products. The disposal containers are clean and emptied at least daily. Baby changing areas are provided in both men's and women's restrooms, unless a unisex restroom is available. Quality of decorative finishes is commensurate with the facility. A cleaning inspection log is maintained and posted on the back of the access door noting time of cleaning inspection and initialed by inspector. A sign indicating that employees must wash hands before returning to work is posted.	A	CC

17	Public Signs - Interior public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance. Handwritten signs within assigned areas except for chalkboards are not used unless the Service approves exceptions. Signage is neat and tidy, and does not create a cluttered or untidy look.	B	VS
18	Illumination - Sufficient energy-efficient lighting, including recessed, spot and flood lighting, are adequate and appropriate, and complementary to the décor and overall merchandising strategy of the facility and adequate for the display of grocery or convenience items. All light fixtures are clean and in working condition with no burned out bulbs.	B	VS
19	Ventilation/Climate Control/Temperature - Public spaces are adequately ventilated with working climate control thermostats or other methods used to heat public spaces. Public spaces are maintained at a temperature consistent with guest comfort.	B	VS
20	Drinking Fountains - Any provided water fountains are clean and in good working condition.	B	CC
21	Noise/Music Level - Background music systems or intercom systems, if provided, are maintained in proper functioning order at all times. Recorded music, if provided, is played at a level so as not to disturb guests in adjoining areas. Except for emergencies, public area sound systems not used to page guests.	C	VS
22	Storage Areas - Storage areas within view of the public are clean and neat with appropriate signage.	C	CC
23	Merchandise Shelving - Shelving and other display fixtures are complementary to the merchandising strategy of the retail outlet. Shelving is high quality, of good appearance and taste, and suitably finished for the décor. Shelves are well-maintained, free of dust and fingerprints, and easily cleaned and maintained.	B	CC

24	Merchandise Carts and Shopping Baskets -A sufficient number of wheeled shopping carts and/or shopping baskets or bags used by visitors to assemble purchases are provided during all operating seasons. Carts or baskets are clean, well-maintained, and stored in a manner so as to not block aisles, parking lots, etc.	B	VS
25	Security Cameras - If present, security cameras are discrete and professionally mounted.	C	LS
C. Convenience Store Safety			
26	Emergency Lighting/Exit Lights/Emergency Exits - Exit lights on permanent structures are on emergency circuits and in operation at all times. Emergency exits in all areas of the facility are adequately marked and unblocked.	A	LS
27	Fire Alarms and Pull Boxes - Fire alarms and pull boxes are visible and accessible to guests and employees.	A	LS
28	Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are appropriately located, visibly displayed, and signed with proper, up-to-date operating instructions and visible inspection certificates or tags.	A	LS
29	First Aid Kit - A standard 24-unit first aid kit provided, adequately marked, and staff knows where to locate the unit quickly.	A	LS
30	Automated External Defibrillator (AED) - An automated external defibrillator (AED) is provided, adequately marked, and in good working condition. The AED is accessible at all times.	A	LS
31	Shelving and Display Safety - Products that can present safety or security concerns for guests (especially young children) are stored or displayed in areas not within easy guest reach or are easily monitored or controlled by a concessioner employee. Glass shelving has rounded edges in areas of visitor contact. Products displayed are securely fastened and displays are not top-heavy.	A	LS
D. Preparation Areas			
32	Hand Washing - Staff hand washing facilities are available and maintained within or in proximity to the	A	LS

	food preparation area and equipped with hot and cold running water, soap, towels or hot air drying mechanisms. Hand washing is required by applicable laws enforced for all food preparation staff.		
33	Preparation Area Cleanliness -Preparation areas are maintained in a clean and orderly condition. A program for routine and continuous cleaning is established to ensure overall food preparation area cleanliness, including areas underneath counters, and other kitchen equipment. No noticeable presence of insects, rodents or other animals is found in the food preparation areas.	A	LS
34	Health Inspection Certificates - If required by state or local codes, the current health inspection certificate are displayed in a visible manner.	C	AL
E. Food Service			
35	Self-Service Equipment - Self-serve equipment including soft drink, ice cream or coffee machines, if available, are clean, operable, and furnished with the appropriate amount and type of items. All self-serve refrigeration units with glass doors are maintained to allow visitors to see products with the door closed.	A	CC
36	Beverage Equipment - Beverage dispensing lines and equipment are flushed and treated appropriately on a regular basis according to use in order to eliminate lime build-up. Spouts and nozzles are cleaned and sanitized regularly, as appropriate according to use.	A	CC
37	Equipment and Refrigeration - All equipment is clean and well-maintained. All equipment lighting and dials are functioning. All refrigeration equipment is clean and in proper working condition. Both fixed and interior thermometers are present, conspicuous, and accurate within 3 degrees Fahrenheit of each other.	A	LS
38	Self-Service Counters - Counters are clean, well-maintained and without large noticeable cracks and chips. Appropriate utensils provided for guests to serve themselves. All food items clearly labeled or marked.	B	CC
OPERATIONAL STANDARDS			
A. Products			

	Product Selection		
39	General Merchandise - Food/convenience items offered for sale reflect the park themes or general parameters identified by the park or concessioner's Merchandise Plan. Merchandise is available at a range of prices. The concessioner actively seeks and prominently displays environmentally-preferable merchandise such as those made with recycled content or using less toxic materials such as paper products. Products use recycled content whenever possible (e.g. packaging, paper products).	A	VS
40	Product Condition - All items are neatly displayed, undamaged, rotated on a regular basis, and checked for cleanliness. Item labels face the front.	A	CC
41	Retail Sales Floor Layout - Items are laid out in a logical and organized manner and grouped together in specific areas of the retail outlet.	B	VS
42	Mark-down and Clearance Merchandise -Mark-down and clearance convenience items, where spoilage is not a problem, may be sold at a discount rate if properly labeled as being a mark-down item and displayed separately from other merchandise. Mark-down items are not offered for sale past the manufacturers' sell-by date or if these pose a health hazard.	B	VS
43	Unacceptable Merchandise - The sale of the following items are not permitted: <ul style="list-style-type: none"> • all articles that people with normal sensitivity might consider obscene, sexually oriented, suggestive, indecent, blasphemous, profane or vulgar or that ridicule established institutions, persons or customs, unless permitted by Park management • toy firearms, slingshots, paintball guns, etc. • animal skins or parts of animals obtained illegally or from threatened or endangered species. (These items also may not be incorporated into merchandise or used in displays.) • lead-containing artificial bait, live bait or fishing lures • Styrofoam coolers or flatware • items mislabeled as to character or origin, or otherwise misrepresented 	A	VS

	<ul style="list-style-type: none"> merchandise which is harmful or hazardous any merchandise prohibited by law, regulation, special directive or policy or that is contrary to the park's mission merchandise that is subject to spoilage and has exceeded the producer's expiration date. 		
44	Alcohol Sales – When alcohol is sold, all applicable Federal, State and local laws concerning liquor service, sales and consumption are observed. Guests are appropriately asked for age identification. A uniform carding policy is instituted and applied. There is a clear indication as to the policy of off-site consumption.	A	AL
45	Condiments - Condiments are readily available in locations that do not impede the speed of service. Condiment areas are clearly marked, easily identifiable, and clean. Condiments are maintained at appropriate temperatures and replenished as necessary. A clean and routinely emptied trash receptacle located at the condiment station.	B	VS
46	Tableware – To-go containers and eating utensils are recyclable, compostable, and bio-degradable in design to the greatest degree possible. Styrofoam use is prohibited. No washable or re-usable items are required.	B	VS
47	Drink ware – Drinking cups are recyclable, compostable, bio-degradable in design to the greatest degree possible. Styrofoam use is prohibited. No washable or re-usable items are required.	B	VS
48	Organic, Local, Seasonal and Healthful Products - Organic, seasonal and other products sold are obtained from regulated or inspected producers.	B	LS
49	Grab and Go Foods - Grab and go foods, if provided, are served at appropriate temperatures. Food is free of discoloration and neatly wrapped.	A	LS
Labeling & Display			
50	General Merchandise Labeling - All merchandise is properly tagged as to selling price and point of origin, as available. Use of bar-code tags, stickers, grease pencils, stringed price tags, or other park approved methods are acceptable. Identical items may be marked by display area, rather than on each item. Items are clearly labeled for any mark-down or	A	VS

	discount that will be applied.		
51	Local and Organic - Local or organically grown items are prominently displayed, clearly marked as locally and/or organically grown, and displayed separately from other products.	B	VS
52	Foreign Product Labeling - Foreign imports are properly labeled to indicate the origin of manufacture. Pricing labels do not conceal the foreign point of origin or manufacturer identification. If merchandise is manufactured in multiple countries, the label indicates product manufactured in multiple countries.	B	VS
53	Employee or Local Resident Merchandise – Grocery and convenience items sold primarily for employee or local residents' convenience are sold at the discretion of the Superintendent. If possible, this merchandise is displayed less prominently.	C	VS
B. Service			
54	Hours of Operation - All facilities and services are operated in accordance with the specified and posted hours of operation. Hours of operation are prominently displayed at each facility and posted in such a manner as to be easily visible to the public.	B	VS
55	Checkout Areas - Checkout areas are clearly marked and visible. Checkout areas are designed and maintained in such a manner to allow for free-flowing visitor traffic. Special attention is made for the appropriateness of merchandise displayed near checkout areas. An electronic Point of Sale (POS) system is utilized to provide timely and accurate checkout services and to support the reporting requirements. Checkout service is timely and not burdensome to park visitors.	B	VS
56	Lost and Found - Any and all items found are logged and turned into a designated secure location. Lost and found articles are dated, secured and stored. Records are maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.	C	VS

57	Return/Exchange Policies - A return and exchange policy is in place for damaged or expired (perishable items) that may be accidentally sold in a no saleable state.	C	VS
58	Payment Methods - The concessioner honors credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. The concessioner may accept debit cards and other types of payment methods including but not limited to travelers' checks, personal visitor checks and gift cards at its discretion or at the direction of the Service.	B	VS
59	Park Orientation Material -The concessioner provides park-specific material, to include brochures, maps, newsletters, and special notices. Upon guest request, additional information about local businesses, places of interest, major highways, airports, restaurants, places of worship, etc. are provided or the concessioner directs the guest to another location where this information provided.	C	VS
60	ATM Machines – ATM machines, if provided, are clean, properly stocked, and in good working condition. Machines are clearly marked and are provided in locations that do not block visitor ingress, egress, or traffic flow. ATM signage may either relate to park interpretive themes or is generic in nature. Brand information is only visible when at the machine. Machines are not cluttered with additional signs or promotional material. Exterior machines are adequately illuminated, and do not contribute to night light pollution. Machines must indicate any associated fees for completing a transaction prior to the completion of the transaction. Any machines that are temporarily out-of-service have computer-generated signs posted with appropriate "out -of-order" information.	C	VS
	C. Inventory Management		
61	Deliveries - To the extent possible, delivery trucks and delivery times do not interfere with business operations during peak visitor times of day. Delivery locations are non-public areas of the facility to the	C	VS

	extent possible.		
62	<u>Inventory Management/Tracking</u> - An inventory management system is in place to keep accurate records of inventory in stock, beginning and ending inventory records to maximize sales per square foot within merchandise guidelines. The inventory management system is managed to sustain a sufficient level of inventory so merchandise does not run out of essential items. Concessioners are permitted to promote end-of-season discounting to reduce excess merchandise."	B	VS
63	<u>Loss Prevention</u> - An appropriate loss prevention policy is developed and implemented.	B	VS
D. Personnel			
64	<u>Customer Service</u> - Customers are greeted by staff, either upon entry or shortly thereafter. Employees are knowledgeable about the location of specific convenience items sold.	A	VS
65	<u>Staffing Levels</u> - All facilities and services are properly staffed so as to prevent undue delays. In determining what constitutes undue delay, consideration is given to the kinds and types of service being rendered and situations or conditions beyond the control of the concessioner such as unanticipated influxes of visitors, facility or equipment breakdowns or sudden weather changes. The reasonableness of the delay, based on the above, should be the determining factor.	A	VS
66	<u>Employee Attitude</u> - Each employee projects a friendly, hospitable, helpful, positive attitude and capable and willing to answer visitors' questions (about both job and general park information).	A	VS
67	<u>Employee Appearance</u> - Each employee wears a uniform or name tag identifying them as a concession employee. The uniform is commensurate with the type of service provided. Employees present a neat, clean and otherwise attractive professional appearance.	A	VS
68	<u>Management Visibility</u> - The concessioner ensures that a manager and/or other key personnel are visible	A	VS

	in the facility during peak service hours.		
69	Employee Training Programs - An active training program for the development of the necessary skills and techniques is provided for all employees. These sessions stress work performance and, as appropriate to the position, also includes technical training for specific equipment, first aid, AED, fire and life safety, product and service presentation, cleanliness, employee attitudes, NPS philosophy and policy and any other training requirements. Performance is indicative of good training.	A	VS
	E. Rates		
70	Approved Rates – All rates charged do not exceed those approved by the Superintendent. These rates are verified against the specific approved, service, quality, price or other such criteria.	A	VS

Ranking Definitions

A. Major

First Priority (A) conditions or practices create or have the potential to exert a **significant** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

B. Moderate

Second Priority (B) conditions or practices create or have the potential to exert a **moderate** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

C. Minor

Third Priority (C) conditions or practices create or have a potential to exert a **minor** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

Focus Area Acronyms

Primary Focus Area Abbreviation	Primary Focus Area
LS	Life Safety/Health
RP	Resource Protection
VS	Visitor Satisfaction

CC	Cleanliness/Condition
AL	Accessibility/Legal Requirements

ATTACHMENT E

**GUIDED PADDLE CRAFT STANDARDS
(KAYAK, CANOE, ROWBOAT, PADDLEBOARD)**

This classification consists of concessioner-guided operations that involve paddle craft vessels (canoes, kayaks, rowboats and paddleboards). Visitors typically paddle crafts provided by the concessioner but an employee of the concessioner guides the group on the trip. Trips may vary in length from hours to days and may involve overnight camping and meal services.

	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
Standard Number	A. In-Park Reservation/Ticket Sales Building - Exterior		
1	Building Structure - Building exteriors are maintained in good condition and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
2	Landscaping/Grounds - Landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC
3	Parking - Adequate parking spaces for automobiles, bicycles, etc., are provided. The parking area is paved and well-marked with stripes or other clearly visible method of designating spaces. Gravel and/or dirt parking areas are acceptable and are adequately graded to remove drainage ruts and holes. Accessible spaces are prominently designated, clean, and free of refuse and obstructions. All parking areas, curbing, concrete bumpers, and driveways are well-maintained and free of excessive cracking, crumbling, holes, or unsightly repairs.	B	CC

4	<p>Pathways, Sidewalks, Ramps, Steps and Stairs - All pathways, sidewalks, ramps, steps and stairs are unobstructed and free of debris, obstructions, snow, and ice. These surfaces are maintained in good repair, free of excessive cracking, crumbling, holes, or tripping hazards, with well-maintained hand railings.</p>	A	LS
5	<p>Lighting/Illumination -Lighting is provided and maintained to indicate the entrance to the property and illuminate facades or signage so that guests can identify the building and safely navigate to it. Lighting is consistent with the NPS Night Sky requirements. Down-lighting is preferred on tall structures or post lights. Energy efficient bulbs are used in all fixtures, if feasible.</p>	B	LS
6	<p>Public Signs - Public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance.</p>	B	VS
7	<p>Site Utilities, Equipment and Delivery Area - All service areas and equipment, such as above ground tanks and HVAC systems are adequately marked and maintained in a neat and orderly manner. All service areas are well-kept with litter and debris removed. Fencing or screening is preferred, however, all service areas not fenced or screened are well-kept and litter and debris removed. Utility lines are well organized and hidden from guests view as much as possible. Fluctuating water levels may result in slack utility infrastructure; this slack is professionally managed and organized. Ramps or other protection devices are maintained to protect utility lines located in prominent motor vehicle pathways from damage or puncture.</p>	B	CC
8	<p>Garbage and Trash/Recycling/Composting - Trash containers are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas are clean and orderly. Central refuse collection sites are screened from public view.</p>	A	RP

9	Fences and Walls - All fences and walls are cleared of vegetative overgrowth and are well-maintained.	C	CC
10	Flags - Any national, state, or park flag displayed at an exterior location near the main entrance is in good condition and adheres to the display guidelines of the United States Flag Code. Flags are a minimum size of 3'x 5'. Any lighted flag display adheres to NPS Night Sky requirements. Other flags of a maritime or nautical nature are displayed below the National Flag.	C	VS
11	ADA Accessibility - Buildings and areas meet the requirements of the Americans with Disabilities Act and all other applicable laws related to accessibility.	A	AL
12	Ice/Vending – Ice and vending machines are in good working order and well-maintained. Signage on the machine either relates to park interpretive themes or is generic in nature. Any machines temporarily out-of-service or out-of-service for the season has computer-generated signs directing visitors to the closest functioning unit. All machines that accept currency accept the Presidential \$1 coin. Any change machines which accept \$5 dollar bills or higher denominations are able to dispense \$1 coins in change. Each coin vending machine has signs and notices posted on the machines denoting the acceptance of the Presidential \$1 coin.	B	VS
B. In-Park Reservation/Ticket Sales Building - Interior			
13	Registration/Waiting Area – The guest registration/waiting area is clean and well-lit. Literature racks are attractively displayed and include Park, safety, and concessioner information.	B	CC

14	<p>Public Restrooms - Restrooms are clean, free of litter, well-illuminated, ventilated, and maintained. Restrooms are equipped with hot and cold running water. Toilet bowls, sinks, and urinals are clean, free of stains and in proper operating condition. Toilet tissue, disposable towels, or air drying devices, if provided, are available at all times. Soap is provided, unless prohibited by park wildlife management plans. Walls, floors, ceilings, mirrors, waste receptacles, chairs and other furnishings are clean and well-maintained. Women's or unisex restrooms have a covered waste receptacle in every stall for the disposal of feminine hygiene products. The disposal containers are clean and emptied at least daily. Baby changing areas are provided in both men's and women's restrooms, unless a unisex restroom is available. Quality of decorative finishes is commensurate with the facility. A cleaning inspection log is maintained and posted on the back of the access door noting time of cleaning inspection and initialed by inspector.</p>	A	CC
15	<p>Public Signs - Interior public signs for which concessioner is responsible are appropriately located, accurate, attractive, and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance. Permanent indoor signs are designed and maintained for the disabled and include applicable international graphical symbols. Handwritten signs within assigned areas are not used unless the Service approves exceptions.</p>	B	VS
16	<p>Illumination - Sufficient energy-efficient lighting, including recessed, spot and flood lighting, are adequate and appropriate, and complementary to the décor of the facility. All light fixtures are clean, functional, and in working condition with no burned out bulbs.</p>	B	VS
17	<p>Ventilation/Climate Control/Temperature - Public spaces are adequately ventilated with working climate control thermostats or other methods used to heat public spaces. Public spaces are maintained at a temperature consistent with guest comfort.</p>	B	VS
18	<p>Drinking Fountains - Public drinking fountains are clean and in good working condition.</p>	B	CC
19	<p>Emergency Lighting/Exit Lights/Emergency Exits - Exit lights on permanent structures are on emergency circuits and in operation at all times. Emergency exits in all areas of the facility are adequately marked and unblocked.</p>	A	LS

20	Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are located in each building, visibly displayed, and appropriately signed with proper, up-to-date operating instructions, and visible inspection certificates or tags.	A	LS
21	Fire Alarms and Pull Boxes - Fire alarms and pull boxes are visible and accessible to guests and employees.	A	LS
22	First Aid Kit - A standard 24-unit first aid kit is provided near the registration or front desk, adequately marked, and staff knows where to locate the unit quickly.	A	LS
23	Automated External Defibrillator (AED) - An automated external defibrillator (AED) is adequately marked, and in good working condition. The AED is accessible after hours if located away from the front desk area.	A	LS
C. Maintenance Area/Building			
24	Building Structure – Maintenance building exteriors are maintained in good condition and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
25	Landscaping/Grounds – Maintenance area landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC
26	Garbage and Trash/Recycling/Composting - Trash containers in maintenance areas are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas are clean and orderly. Central refuse collection sites are screened from public view.	A	RP

27	Housekeeping and Cleanliness - The maintenance area is well organized and conveys a professional, well managed appearance. Equipment, supplies and parts are stored in orderly fashion.	B	CC
28	Hazardous/Flammable Material Storage - Adequate collection, storage and disposal of hazardous waste and/or flammable material generated by or used in the operations are managed. Hazardous/flammable materials are stored in metal non-flammable cabinets or in containers that are UL approved and properly labeled with the name of the material they hold and the type of hazard they represent.	A	LS
29	Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are located in each building, visibly displayed, and appropriately signed with proper, up-to-date operating instructions, and visible inspection certificates or tags.	A	LS
30	Eye-Wash Stations - Emergency eyewashes are placed in chemical work areas with instructions on use clearly posted.	A	LS
31	Floors - The maintenance area floor is free of clutter and tripping hazards such as extension cords, power hoses, etc. The floor is reasonably free of grease stains, cracks and chips.	B	LS
32	Shop Lighting - Lighting is adequate to perform boat maintenance while maintaining a high degree of safety. Fixed ceiling lighting as well as portable retractable lights are clean and maintained with no burned out bulbs. Any suspended fluorescent light bulbs are contained in a protective cover.	B	CC
33	Storage/Organization - Parts and other supplies are stored in an organized, secure and uncluttered fashion. To the greatest degree possible, all parts are stored off the floor on industrial shelves suitable for the weight and physical environment in which they are used.	B	CC
34	Safety Data Sheets – Current safety data sheets are visible, legible and readily accessible to all concession maintenance staff.	B	LS
D. Shuttle Vehicles			
35	Condition - All vehicles used to transport passengers are safe, clean, well-maintained, and in good physical condition. The vehicle accommodates passengers either seated or standing with appropriate grab bars/straps. Storage areas accommodate passenger luggage and luggage is secured from injuring passengers.	A	CC

36	Registration, Licensing and Insurance - All vehicles used to transport visitors and employees are operated by a licensed and experienced operator. Vehicles are properly registered, licensed, and insured in accordance with federal and state laws and regulations. All vehicles used also receive periodic safety inspections and are properly maintained.	B	AL
37	Identification - All vehicles owned by the concessioner and used in conjunction with the water guide operation are marked with the company name and logo. This includes appropriate permitting and documentation to be carried within the vehicle at all times.	C	VS
E. Dock, Launch and Disembarkation Facilities			
38	Dock/Launch/Disembarkation Facilities – Dock and pre-boarding areas include space in which ticketed passengers can comfortably and safely wait to board vessels; dedicated queuing space that facilitates efficient boarding; a security screening area (as determined for the operation by the Department of Homeland Security); access to restrooms; access to and use of the pre-boarding space by handicapped persons.	A	VS
39	Public Signs - Public signs for which the Concessioner is responsible are appropriately located, accurate, attractive, and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance.	B	VS
F. Vessels			
Structure and Equipment			
40	Watercraft - All United States Coast Guard (USCG) requirements for the specific vessel type, including vessel occupancy, equipment, gear, etc. are met. The watercraft is identified and registered as per Federal, State or local laws. The company name and logo is painted on each watercraft.	A	AL
41	Inspection – Motor vessels are inspected as required by the USCG. The Concessioner maintains written records verifying the completion of such inspections. Basic safety checks are made on a daily basis to ensure seaworthiness and that proper safety equipment is present.	A	AL

42	Spare Vessel Equipment - Each guided paddlecraft contains at a minimum, one spare paddle per every five (5) such vessels. Additionally, each paddlecraft (except paddleboards) also contains a bailing device per vessel in the fleet.	A	LS
Vessel Safety			
43	First Aid Kit – Each water guided trip has a first-aid kit stored in a water-proof container and readily accessible to employees and guests.	A	LS
44	Marine VHF Radios/Satellite Telephones - Not generally required on trips no longer than several hours. For overnight trips, each concessioner lead vessel carries a satellite phone or other effective communication device. Park-required procedures for emergency evacuations are followed.	A	LS
45	Audio and Visual Signaling and Navigational Equipment – Provided emergency signaling equipment for each craft includes a signaling mirror, and/or a set of orange signal panels, 3 feet by 8 feet. Additionally, a craft-appropriate sound device, such as a whistle, bell, or horn, is provided for paddlecraft equipment.	A	LS
46	Boat Capacities – Boat capacities do not exceed maximums defined by the manufacturer or USCG, except at the discretion of the Service for purposes of inspections or in emergencies.	B	AL
47	Overnight Vessel Storage - For overnight trips, vessels (excluding paddleboards) are well-secured to shore via a stable anchor system. At least one vessel remains rigged adequately to respond to any in-water emergencies.	B	CC
G. Environmental Protection			
48	Trip Garbage and Trash/Recycling - An effective system for the collection and disposal of garbage and trash is developed for on and off boat. This system includes segregation of all recyclables. All trash is maintained in such a manner as to not attract wildlife or other vermin while in the backcountry. All trash is collected after each trip, contained within a wildlife proof container, transported off site, and properly disposed. Liquid and food waste is disposed of in accordance with Department of Public Health guidelines.	A	RP
49	Sanitation/Human Waste – All applicable USCG and EPA requirements for elimination or storage and pump-out of grey and black water are met. Hand washing facilities are readily available.	A	RP
OPERATIONAL STANDARDS			

	A. Reservation Services		
50	Availability - Reservation services are available, at a minimum, via telephone, mail, and fax. If reservation services are available via the internet, they are available on a 24-hour, real-time on-line availability. If telephone service is utilized, service is available during normal business operating hours.	B	VS
51	Knowledge of Reservation Staff - Reservation agents demonstrate their ability to provide adequate information about rates, cancellation policies, arrival and departure times, amenities and services, local attractions, access, etc.	A	VS
52	Confirmation - Each reservation call concludes with a confirmation number. Rentals are accurately and legibly recorded. Additionally, an e-mail or written confirmation is sent via mail to confirm the reservation and provide additional concessioner and park information.	B	VS
53	Payment Methods - The concessioner honors credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. Debit cards and other types of payment methods including but not limited to travelers' checks, personal visitor checks and gift cards may be accepted at their discretion or at the direction of the Service.	B	VS
54	Reservation and Deposits - Concessioners may require a deposit to hold a guided trip, but all deposit policies/information are disclosed at the time of the reservation and are approved by the Service. Remaining balance is due in full based on park requirements. Advanced deposits do not exceed the guided trip rate, including tax.	B	VS
55	Rate Changes - The advance rate is honored and customer is refunded the difference if the approved rate is lower than the anticipated rate. Provisions for additional charges are provided for any amenities.	B	VS
56	Trip Cancellations - Cancellation policies are submitted and approved as part of the Concessioner's rate request. Cancellation policies are communicated to clients in writing at the time of reservation	B	VS
57	Operational Reporting - The reservation system provides comprehensive reporting capabilities that allow the concessioner to comply with reporting requirements. Where relevant, all reservation systems integrate with the Concessioner's Property Management Information System.	C	VS

58	Park Orientation Material - Park-specific material is provided to park visitors to include brochures, maps, newsletters, special notices as part of the reservation and information collection processes either via a website link or in hard copy.	B	VS
B. Visitor Safety			
59	Visitor Shuttle Safety Briefing – A brief short safety briefing outlining emergency elements of the bus or shuttle vehicle, and procedures relative to passengers’ actions in the event of an emergency.	A	LS
60	Visitor Safety and Activity Orientation - Every guided paddlecraft tour is preceded by an orientation and safety briefing to all participants. Guides provide briefings about the activity and safety material prior to beginning the trip activity, and repeat such information as needed at appropriate points in the trip. Items to be discussed include; nature and demands of the trip, proper fit and use of personal flotation devices, procedures to use in case a person falls into the water, use of footwear, sunscreen, sunglasses and hat recommendations, restroom facilities, litter and sanitation requirements, etc. If on-shore excursions are part of the visitor experience, visitors are briefed on minimum distance requirements from the boat launch area, Leave No Trace principles, hiking instructions, and instructions on wildlife interaction.	A	LS
61	Crew Safety and Security Responsibilities - Lead guides, or appropriate other professionals inspect all equipment to ensure it is in good working condition and without defects. Lead guides hold pre-trip briefing with any other crew members to ensure all crew members in party have proper licenses and/or certifications, delegate guest orientation tasks, note any guests who will require special assistance, and define pace of trip and boat order (lead and sweep). As applicable, guides define planned stops for hiking, and eating, and camping, as well as tasks related to camp set-up, cooking, etc. Crew leads file a pre-trip plan or log for each excursion. All crew members have required licenses and certifications. Crew members provide extra assistance to guests as necessary. Documented routine drills with all crew including emergencies that require capsized paddlecraft, recovery of persons who have fallen overboard, etc. are routinely conducted.	A	LS

62	Personal Flotation Devices - Properly sized lifejackets (child and adult) are available for all visitors, worn by all guides, and are serviceable and United States Coast Guard approved. Inflatable life vests are not used in whitewater or surf conditions. Life vests outfitted for the specific paddlecraft activity (i.e. canoe, kayak, etc.) are worn by all participants and guides at all times while in or near the water.	A	LS
C. Trip Requirements			
63	Restricted Areas and Protection of Natural and Cultural Resources - Guides have knowledge of and follow requirements to protect natural and cultural resources. Restrictions and other requirements as determined by the NPS are honored, and cultural resources protected. Guides brief passengers regarding applicable methods and park rules for protecting resources, especially before hikes or camps.	B	RP
64	Wildlife and Wildlife Reports - Park regulations prohibiting the feeding or disturbing of wildlife is enforced by guides. Guides brief trip participants regarding appropriate interactions with wildlife, and how to avoid unwanted interactions. If required, guides report wildlife sightings.	B	RP
65	Hiking Escorts - Hiking guides have all required first aid medical training.	B	LS
66	Lost and Found - Any and all items found are logged and turned into a designated secure location. Lost and found articles are properly dated, secured and stored. Records are maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.	C	VS
67	Trip Log and Reporting Requirements - An accurate trip log is maintained for each regulated trip. The trip log includes at a minimum; assigned trip leader, names of all guides on trip, trip departure and completion times, and guest information concerning allergies, physical handicaps, limitations, etc. Post-trip reports are filed detailing various aspects of each trip taken, including any problems or accidents that occurred during the trip, noted equipment deficiencies, stop locations (if applicable), etc.	B	VS
68	Use Allocation – All use allocation requirements, as defined by the Service are adhered to.	A	AL
D. Interpretive Operations			

69	<p>Interpretive Services Content - An interpretive session, which includes introducing employees and/or guides and their company, welcoming visitors to the park and identifying the park as part of the National Park System is conducted. Format of any interpretive services is approved by the Superintendent to ensure the activity fosters public understanding of park resources and values, conforms to the central park theme, has minimum adverse environmental impact, accurately describes program objectives as intended for the audience, and is free of avoidable religious, cultural and ethnic biases.</p>	B	VS
70	<p>Program Advertising – All activities presented are as depicted in advertising media. Dates, location, duration, physical requirements and learning experience correspond with the publication material.</p>	C	VS
71	<p>Interpretive Presentations - Any group presentations are organized and planned to smoothly and logically convey approved program material. Interpreter(s) possess public speaking skills and exercise judgment and skills in such areas as the presentation, question/answers and announcements.</p>	C	VS
E. Personnel			
72	<p>Staffing Levels - All facilities and services are properly staffed so as to prevent undue delays in service. In determining what constitutes undue delay, the consideration is given to the kinds and types of services being rendered and which situations or conditions are beyond the Concessioner's control (e.g. unanticipated influxes of guests, facility or equipment breakdowns, or sudden weather changes). The reasonableness of the delay, based on the above is the determining factor. The number of crew present onboard the vessel is in accordance with USCG guidelines for the vessel's passenger capacity. At both the embarkation and destination points, adequate staffing levels facilitate safe and efficient boarding and debarking of passengers. Staffs have adequate knowledge to answer visitor questions about the Park, resources, and featured activities.</p>	A	VS

73	<p>Guide/Crew Qualifications and Licenses - Guides have appropriate levels of skill and experiences based on the environment they are expected to operate in, typically defined to be a minimum of fifty (50) hours of on-river training utilizing paddles and/or oars and any other equipment that a guide will be using on regulated trips. Guides have logged additional hours of on-the-job-training, typically twenty (20) additional hours before becoming full-fledged guides, as defined by state regulations or industry trade group/association best practices. Lead guides have additional experience, also as defined by state regulation or industry trade group/association best practices. All guide staff have obtained all NPS-required certifications and/or licenses. All licenses and/or certifications are available for inspection upon request. In general a guide is an effective communicator, trained to the appropriate level of skill for the activity, trained in first aid, vessel rigging and maneuvering, river and lake currents, eddies and waves, river and lake hazards, river and lake rescue and emergency practices and trained in water and wilderness survival.</p>	A	LS
74	<p>Employee Attitude - Each employee projects a friendly, hospitable, helpful, positive attitude and is capable and willing to answer guests' questions (about both job and general park information). Guides act in a positive, respectful and professional manner with trip participants, as well as in their interactions with other visitors using the Area.</p>	A	VS
75	<p>Employee Appearance - On at least the first day of each trip, each employee wears a uniform or name tag identifying them as a concession employee. The uniform is commensurate with the type of service provided. Employees present a neat and clean appearance as appropriate given the outdoor nature of the activity.</p>	A	VS
76	<p>Employee Training Programs - An active training program for all employees for the development of necessary skills and techniques is provided for all employees. These sessions stress work performance and, as appropriate to the position, also includes technical training for specific equipment, first aid, AED, fire and life safety (e.g. CPR and Heimlich maneuver), product and service presentation, cleanliness, employee attitudes, any applicable cultural and natural resource interpretation, NPS philosophy and policy and any other training requirements. Performance is indicative of good training.</p>	A	VS
F. Rates			
77	<p>Approved Rates - All rates charged do not exceed those approved by the Superintendent. These rates are verified against the specific approved, service, quality, price or other such criteria.</p>	A	VS

Ranking Definitions

A. Major

First Priority (A) conditions or practices create or have the potential to exert a **significant** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

B. Moderate

Second Priority (B) conditions or practices create or have the potential to exert a **moderate** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

C. Minor

Third Priority (C) conditions or practices create or have a potential to exert a **minor** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

Focus Area Acronyms

Primary Focus Area Abbreviation	Primary Focus Area
LS	Life Safety/Health
RP	Resource Protection
VS	Visitor Satisfaction
CC	Cleanliness/Condition
AL	Accessibility/Legal Requirements

ATTACHMENT F

SMALL NON-MOTORIZED CRAFT RENTAL STANDARDS

This boat rental classification consists of non- motorized small craft such as canoes, row boats, dory's and kayaks. This classification does NOT include motorized vessels such as small power boats and personal watercraft (jet skis). Concessioners may provide shuttle services to and from the embarkation or disembarkation locations.

Description - This boat rental classification consists of non- motorized small craft such as canoes, row boats, dory's and kayaks. This classification does NOT include motorized vessels such as small power boats and personal watercraft (jet skis). Concessioners may provide shuttle services to and from the embarkation or disembarkation locations.

	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
Standard Number	A. In-Park Boat Rental Registration Facility - Exterior		
1	<u>Building Structure</u> - Building exteriors are maintained in good condition and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
2	<u>Landscaping/Grounds</u> - Landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC

3	<p>Parking - Adequate parking spaces for automobiles, bicycles, etc., are provided. The parking area is paved and well-marked with stripes or other clearly visible method of designating spaces. Gravel and/or dirt parking areas are acceptable and are adequately graded to remove drainage ruts and holes. Accessible spaces are prominently designated, clean, and free of refuse and obstructions. All parking areas, curbing, concrete bumpers, and driveways are well-maintained and free of excessive cracking, crumbling, holes, or unsightly repairs.</p>	B	CC
4	<p>Pathways, Sidewalks, Ramps, Steps and Stairs - All pathways, sidewalks, ramps, steps and stairs are unobstructed and free of debris, obstructions, snow, and ice. These surfaces are maintained in good repair, free of excessive cracking, crumbling, holes, or tripping hazards, with well-maintained hand railings.</p>	A	LS
5	<p>Lighting/Illumination -Lighting is provided and maintained to indicate the entrance to the property and illuminate facades or signage so that guests can identify the building and safely navigate to it. Lighting is consistent with the NPS Night Sky requirements. Down-lighting is preferred on tall structures or post lights. Energy efficient bulbs are used in all fixtures, if feasible.</p>	B	LS
6	<p>Public Signs - Public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance.</p>	B	VS

7	<p>Site Utilities, Equipment and Delivery Area - All service areas and equipment, such as above ground tanks and HVAC systems are adequately marked and maintained in a neat and orderly manner. All service areas are well-kept with litter and debris removed. Fencing or screening is preferred, however, all service areas not fenced or screened are well-kept and litter and debris removed. Utility lines are well organized and hidden from guests view as much as possible. Fluctuating water levels may result in slack utility infrastructure; this slack is professionally managed and organized. Ramps or other protection devices are maintained to protect utility lines located in prominent motor vehicle pathways from damage or puncture.</p>	B	CC
8	<p>Garbage and Trash/Recycling/Composting - Trash containers are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas are clean and orderly. Central refuse collection sites are screened from public view.</p>	A	RP
9	<p>Fences and Walls - All fences and walls are cleared of overgrowth and are well-maintained.</p>	C	CC
10	<p>Flags - Any national, state, or park flag displayed at an exterior location near the main entrance is in good condition and adheres to the display guidelines of the United States Flag Code. Flags are a minimum size of 3'x 5'. Any lighted flag display adheres to NPS Night Sky requirements. Other flags of a maritime or nautical nature are displayed below the National Flag.</p>	C	VS
11	<p>ADA Accessibility - Buildings and areas meet the requirements of the Americans with Disabilities Act and all other applicable laws related to accessibility.</p>	A	AL

12	<p>Ice/Vending – Ice and vending machines are in good working order and well-maintained. Signage on the machine either relates to park interpretive themes or is generic in nature. Any machines temporarily out-of-service or out-of-service for the season has computer-generated signs directing visitors to the closest functioning unit. All machines that accept currency accept the Presidential \$1 coin. Any change machines which accept \$5 dollar bills or higher denominations are able to dispense \$1 coins in change. Each coin vending machine has signs and notices posted on the machines denoting the acceptance of the Presidential \$1 coin.</p>	B	VS
<p>B. In-Park Boat Rental Registration Facility - Interior</p>			
13	<p>Registration/Waiting Area – The guest registration/waiting area is clean and well-lit. Literature racks are attractively displayed and include Park, safety, and concessioner information.</p>	B	CC
14	<p>Public Restrooms - Restrooms are clean, free of litter, well-illuminated, ventilated, and maintained. Restrooms are equipped with hot and cold running water. Toilet bowls, sinks, and urinals are clean, free of stains and in proper operating condition. Toilet tissue, disposable towels, or air drying devices, if provided, are available at all times. Soap is provided, unless prohibited by park wildlife management plans. Walls, floors, ceilings, mirrors, waste receptacles, chairs and other furnishings are clean and well-maintained. Women's or unisex restrooms have a covered waste receptacle in every stall for the disposal of feminine hygiene products. The disposal containers are clean and emptied at least daily. Baby changing areas are provided in both men's and women's restrooms, unless a unisex restroom is available. Quality of decorative finishes is commensurate with the facility. A cleaning inspection log is maintained and posted on the back of the access door noting time of cleaning inspection and initialed by inspector.</p>	A	CC

15	<p>Public Signs - Interior public signs for which concessioner is responsible are appropriately located, accurate, attractive, and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance. Permanent indoor signs are designed and maintained for the disabled and include applicable international graphical symbols. Handwritten signs within assigned areas are not used unless the Service approves exceptions. Signage is neat and tidy, and does not create a cluttered or untidy look.</p>	B	VS
16	<p>Illumination - Sufficient energy-efficient lighting, including recessed, spot and flood lighting, are adequate and appropriate, and complementary to the décor of the facility. All light fixtures are clean, functional, and in working condition with no burned out bulbs.</p>	B	VS
17	<p>Ventilation/Climate Control/Temperature - Public spaces are adequately ventilated with working climate control thermostats or other methods used to heat public spaces. Public spaces are maintained at a temperature consistent with guest comfort.</p>	B	VS
18	<p>Drinking Fountains - Public drinking fountains are clean and in good working condition.</p>	B	CC
19	<p>Emergency Lighting/Exit Lights/Emergency Exits - Exit lights on permanent structures are on emergency circuits and in operation at all times. Emergency exits in all areas of the facility are adequately marked and unblocked.</p>	A	LS
20	<p>Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are located in each building, visibly displayed, and appropriately signed with proper, up-to-date operating instructions, and visible inspection certificates or tags.</p>	A	LS
21	<p>Fire Alarms and Pull Boxes - Fire alarms and pull boxes are visible and accessible to guests and employees.</p>	A	LS
22	<p>First Aid Kit - A standard 24-unit first aid kit is provided near the registration or front desk, adequately marked, and staff knows where to locate the unit quickly.</p>	A	LS

23	Automated External Defibrillator (AED) - An automated external defibrillator (AED) is adequately marked, and in good working condition. The AED is accessible after hours if located away from the front desk area.	A	LS
C. In-Park Maintenance Area/Building			
24	Building Structure – Maintenance building exteriors are maintained in good condition and in a good state of repair at all times. Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.	B	CC
25	Landscaping/Grounds – Maintenance area landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.	B	CC
26	Garbage and Trash/Recycling/Composting - Trash containers in maintenance areas are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Provided compost collection areas are clean and orderly. Central refuse collection sites are screened from public view.	A	RP
27	Site Utilities, Equipment and Delivery Area - All service areas and equipment such as above ground storage tanks and HVAC systems are adequately marked and maintained in a clean manner. Fencing or screening is not required; however, all service areas not fenced or screened are well-kept and unsightly debris removed.	B	CC
28	Fences and Walls - All fences and walls are cleared of vegetative overgrowth and are well-maintained.	C	CC

29	Housekeeping and Cleanliness - The maintenance area is well organized and conveys a professional, well managed appearance. Equipment, supplies and parts are stored in orderly fashion.	B	CC
30	Hazardous/Flammable Material Storage - Adequate collection, storage and disposal of hazardous waste and/or flammable material generated by or used in the operations are managed. Hazardous/flammable materials are stored in metal non-flammable cabinets or in containers that are UL approved and properly labeled with the name of the material they hold and the type of hazard they represent.	A	LS
31	Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are located in each building, visibly displayed, and appropriately signed with proper, up-to-date operating instructions, and visible inspection certificates or tags.	A	LS
32	Eye-Wash Stations - Emergency eyewashes are placed in chemical work areas with instructions on use clearly posted.	A	LS
33	Floors - The maintenance area floor is free of clutter and tripping hazards such as extension cords, power hoses, etc. The floor is reasonably free of grease stains, cracks and chips.	B	LS
34	Shop Lighting - Lighting is adequate to perform boat rental maintenance activities while maintaining a high degree of safety. Fixed ceiling lighting as well as portable retractable lights are clean and maintained with no burned out bulbs. Any suspended fluorescent light bulbs are contained in a protective cover.	B	CC
35	Storage/Organization – Parts and other supplies are stored in an organized, secure and uncluttered fashion. To the greatest degree possible, all parts are stored off the floor on industrial shelves suitable for the weight and physical environment in which they are used.	B	CC
36	Safety Data Sheets – Current safety data sheets are visible, legible and readily accessible to all concession staff.	A	LS
	D. Dock/Launch Facilities		

37	Decking – Concrete, fiberglass or composite surfaces or pressure treated wood are present in all areas of the docking system. Any rubber slide docking systems used are in good condition and well-maintained. Where wood decking is in place, surfaces are secured with stainless steel screws (cadmium screws acceptable in freshwater locations) and are free of excessive wear, tear, and deterioration. All dock surfaces are clean, free of unnecessary debris/obstructions, and well-maintained overall. Railings are in good repair and sturdy enough to support visitor use. The dock area where rentals are stored is clearly marked as such, to appropriately direct customers who are renting boats.	A	CC
38	Dock Carts - An adequate number and supply of dock carts are available in the rental dock area to allow guests to easily transport luggage, coolers, and supplies to their boat. Dock cart are clean, well-maintained and in sufficient number to accommodate demand. Carts are stored in an orderly manner in a convenient and dedicated area preferably at the head of dock.	C	VS
EQUIPMENT STANDARDS			
A. Vessels			
39	Vessel Maintenance - Rental vessels are in good operating condition, and have a clean, well-maintained appearance. The interior and exterior of the vessel is free of rust, chipped or peeling paint, or excessively worn seating or benches. A preventative maintenance schedule is established and followed for each rental vessel.	A	CC
40	Other Equipment – Paddles are present, well-maintained and in good working condition.	A	LS
41	Docking Lines - Lines are of adequate size and condition and location to properly secure the vessel to the dock.	B	CC
B. Security			
42	Boat Storage Area - The rental boat storage area is fenced or otherwise secured with locking gates or patrolled by 24-hour or scheduled security personnel, whether stored on land or in water, during non-business hours	B	VS
C. Safety			

43	Vessel Identification - Identification of all rental vessels are in accordance with U. S. Coast Guard, State and local regulations.	A	AL
44	Pre-Season inspections - Rental non-motorized craft are inspected at the beginning of the operating season for structural integrity and general seaworthiness. The Concessioner has all available inspection records of each craft on file.	A	CC
45	Buoys/Life Jackets - Properly sized and well-fitting United States Coast Guard approved personal floatation devices (PFDs) are available for each person in the boat or worn by all visitors, as required by state or local regulations. All personal floatation devices are stored in adequately marked locations. The Concessioner ensures that vessels do not leave the dock without the required number and sizes of PFDs.	A	LS
46	Audio and Visual Signaling and Navigational Equipment - Any provided audio (bells, whistles) are in good working order.	A	LS
D. Shuttle Vehicles			
47	Condition - All vehicles used to transport boat renters are safe, clean, well-maintained, and in good condition. The vehicle appropriately accommodates passengers, either seated or standing, with appropriate grab bars/straps. Storage areas appropriately accommodate passenger luggage and is secure from injuring passengers.	A	VS
48	Registration, Licensing, and Insurance - All vehicles used to transport boat renters and employees are operated by a licensed and experienced operator. Vehicles are properly registered, licensed, and insured in accordance with federal and state laws and regulations. All vehicles used also receive all required periodic safety inspections and are properly maintained.	A	AL
49	Identification - All vehicles owned by the concessioner and used in conjunction with the boat rental operation are marked with the company name and logo. This includes registration and insurance documentation to be carried within the vehicle at all times.	B	VS
OPERATIONAL STANDARDS			
A. Rental Reservation Services			

50	Availability - Reservation services are available, at a minimum, via telephone, mail, and fax. If reservation services are available via the internet, they are available on a 24-hour, real-time on-line availability. If telephone service is utilized, service is available during normal business operating hours.	B	VS
51	Knowledge of Small Craft Rental Staff - Reservation agents provide accurate information about rates, slip rental policies and marina services, local attractions, access, etc. The concessioner's website provides the same information.	A	VS
52	Confirmation - Each reservation call concludes with confirmation number. Sales are accurately and legibly recorded. Receipts are given for all slip, dry boat storage and moorings rentals. Additionally, an e-mail is automatically sent, or written confirmation is sent via mail to confirm the reservation and provide additional concessioner and park information.	B	VS
53	Payment Methods - The concessioner honors credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. Debit cards and other types of payment methods including but not limited to travelers' checks, personal visitor checks and gift cards may be accepted at their discretion or at the direction of the Service.	B	VS
54	Reservation and Damage Deposits - Concessioners may require a deposit to hold a boat, but all deposit policies/information are disclosed at the time of the reservation and are approved by the Service. Remaining balance is due in full based on park requirements. Damage deposits are refundable provided there is no damage to the houseboat, and no missing items. Refunds are credited to the guest's credit card account, or mailed within one week after checkout.	B	VS
55	Rate Changes - The advance rate is honored and customer is refunded the difference if the approved rate is lower than the anticipated rate. Provisions for additional charges are provided for any amenities.	B	VS
56	Trip Cancellations -Cancellation policies are submitted and approved as part of the Concessioner's rate request. Cancellation policies are communicated to clients in writing at the time of reservation	B	VS
B. Rental Check-In/Check-Out Services			

57	Pre-Rental Inspections - Pre-rental inspections are conducted prior to each rental to ensure proper safety equipment is present and other equipment is operable and functioning and the vessel is rent ready.	A	LS
58	Hours of Operation - All facilities and services are operated in accordance with the specified and posted hours of operation. Hours of operation are prominently displayed at each facility and posted in such a manner as to be easily visible to the public.	B	VS
59	Check-In - Check-in is completed promptly in a friendly and professional manner. Boat rental staff acknowledges any waiting guests and demonstrates a sense of courteous urgency in concluding transactions when guests are waiting. Photo ID's are requested. At a minimum, the boat rental staff confirms boat type, number of persons in the party, length of rental, departure date and check-out time, and method of payment. Boat rental staff also identifies any extra charges (fuel, damage waivers, pass-through fees, state taxes, pet fees, and other equipment rental fees). The reserved boat and appropriate concessioner staff are available at the guest's scheduled check-in time.	A	VS
60	Rental Agreements - Written rental agreements, conforming to applicable legal requirements, are executed for each boat rental. The rental form is approved by the Superintendent prior to adoption and use.	B	VS
61	Visitor Safety Orientation - The Concessioner ensures that the renting operator is capable of handling the boat being rented. Prior to releasing the vessel to the visitor, specific written and/or hands-on verbal operating instructions is given to the operator or operators to assure they are fully aware of how to operate the vessel and are aware of any issues which may arise while the vessel is rented. Instructions and information include both emergency procedures and equipment, navigational "rules of the waterway," regulations and permit requirements regarding restricted areas, waterway closings and access areas, weather conditions, as well as proper disposal of pet waste, garbage and trash. Loading/off-loading and operational instructions for small craft is accomplished in an area separate from launching/haul-out areas for visitors with their own vessels, and away from authorized tour vessel operations.	A	LS

62	Park Orientation Material - The concessioner offers park-specific material upon check-in, to include brochures, maps (marina and park maps), newsletters, and special notices.	B	VS
63	Check-Out - Boat rental staff completes check-out promptly. Either guest comment cards are included in the check-out material, on each houseboat vessel, or guests are directed on how to fill-out an online comment card.	A	VS
C. Other Services			
64	Lost and Found - Any and all items found are logged and turned into a designated secure location. Lost and found articles are properly dated, secured and stored. Records are maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.	C	VS
65	Pick up and Drop Off Transportation – Any provided passenger pick-up and drop-off transportation services are timely and adequate.	B	VS
66	Boat Towing - A sufficient number of boats with towing capability are available and dispatched as required by the Park Superintendent. The Concessioner may secure a credit card number and authorization for a credit card charge. Visitors are notified within 30 minutes of the approximate time of arrival, as communication is available.	B	VS
D. Personnel			
67	Staffing Levels - All facilities and services are properly staffed so as to prevent undue delays in service. In determining what constitutes undue delay, the consideration is given to the kinds and types of services being rendered and which situations or conditions are beyond the Concessioner's control (e.g. unanticipated influxes of guests, facility or equipment breakdowns, or sudden weather changes). The reasonableness of the delay, based on the above is the determining factor.	A	VS
68	Employee Attitude - Each employee projects a friendly, hospitable, helpful, positive attitude and is capable and willing to answer guests' questions (about both job and general park information). Additionally, employees are proactive in solving guest issues, ensuring guest satisfaction, and anticipating guests' needs.	A	VS

69	Employee Appearance - Each employee wears a uniform or name tag identifying them as a concession employee. The uniform is commensurate with the type of service provided. Employees present a neat, clean, and otherwise attractive professional appearance.	A	VS
70	Employee Training Programs - An active training program for all employees for the development of necessary skills and techniques is provided for all employees. These sessions stress work performance and, as appropriate to the position, also includes technical training for specific equipment, first aid, AED, fire and life safety (e.g. CPR and Heimlich maneuver), alcoholic beverages, product and service presentation, cleanliness, employee attitudes, NPS philosophy and policy and any other training requirements. Performance is indicative of good training.	A	VS
71	Management Availability - All boat rental facilities have a general manager or manager on duty at all times.	A	VS
E. Rates			
72	Approved Rates - All rates charged do not exceed those approved by the Superintendent. These rates are verified against the specific approved, service, quality, price or other such criteria.	A	VS

Ranking Definitions**A. Major**

First Priority (A) conditions or practices create or have the potential to exert a **significant** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

B. Moderate

Second Priority (B) conditions or practices create or have the potential to exert a **moderate** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

C. Minor

Third Priority (C) conditions or practices create or have a potential to exert a **minor** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

Focus Area Acronyms

Primary Focus Area Abbreviation	Primary Focus Area
LS	Life Safety/Health
RP	Resource Protection
VS	Visitor Satisfaction
CC	Cleanliness/Condition
AL	Accessibility/Legal Requirements

ATTACHMENT G

Land-Based Rental Equipment – Snorkel Gear

Consists of concession operations that rent land-based .

	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
Standard Number	A. In-Park Rental Registration Facility – Exterior		
1	<p>Building Structure - Building exteriors are maintained in good condition and in a good state of repair at all times . Exterior surfaces are painted or treated to protect against deterioration. Painted surfaces are free of peeling paint, soil, and obvious cracks in masonry, and present an attractive appearance. Roofs are maintained with no missing tiles or shingles. Gutters and downspouts are maintained and cleaned to prevent overflow, especially at building entrances. Rooftop ventilation and other systems are in good repair.</p>	B	CC
2	<p>Landscaping/Grounds - Landscaping conforms to park standards. Noxious weeds and invasive plants are removed in coordination with the designated NPS integrated pest management coordinator and in accordance with an approved landscape plan. Grounds are continuously monitored to remove debris and trash from exterior structure areas and from shrubbery and planted areas. Appropriate drainage is maintained to keep water from collecting against buildings.</p>	B	CC
3	<p>Parking - Adequate parking spaces for automobiles, bicycles, etc., are provided. The parking area is paved and well-marked with stripes or other clearly visible method of designating spaces. Gravel and/or dirt parking areas are acceptable and are adequately graded to remove drainage ruts and holes. Accessible spaces are prominently designated, clean, and free of refuse and obstructions. All parking areas, curbing, concrete bumpers, and driveways are well-maintained and free of excessive cracking, crumbling, holes, or unsightly repairs.</p>	B	CC

4	<p>Pathways, Sidewalks, Ramps, Steps and Stairs - All pathways, sidewalks, ramps, steps and stairs are unobstructed and free of debris, obstructions, snow, and ice. These surfaces are maintained in good repair, free of excessive cracking, crumbling, holes, or tripping hazards, with well-maintained hand railings.</p>	A	LS
5	<p>Lighting/Illumination –Any lighting provided is maintained to illuminate facades or signage to allow guests to identify the building and safely navigate to it. Lighting is consistent with the NPS Night Sky requirements. Down-lighting is preferred on tall structures or post lights. Energy efficient bulbs are used in all fixtures, if feasible.</p>	B	LS
6	<p>Public Signs - Public signs for which the concessioner is responsible are appropriately located, accurate, attractive and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance.</p>	B	VS
7	<p>Site Utilities, Equipment and Delivery Area - All service areas and equipment, such as above ground tanks and HVAC systems are adequately marked and maintained in a neat and orderly manner. All service areas are well-kept with litter and debris removed. Fencing or screening is preferred, however, all service areas not fenced or screened are well-kept and litter and debris removed.</p>	B	CC
8	<p>Garbage and Trash/Recycling - Trash containers are conveniently located and in sufficient quantity to handle the needs of the site. Dumpster drain holes are plugged to keep liquids from draining onto the site. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles which comply with all relevant construction standards (such as bear and wildlife proof), as specified by the National Park Service. All market available recyclable products are collected and recycled. Central refuse collection sites are screened from public view.</p>	A	RP
9	<p>Fences and Walls - All fences and walls are cleared of overgrowth and are well-maintained.</p>	C	CC

10	<p>Flags - Any national, state, or park flag displayed at an exterior location near the main entrance is in good condition and adheres to the display guidelines of the United States Flag Code. Flags are a minimum size of 3'x 5'. Any lighted flag display adheres to NPS Night Sky requirements.</p>	C	VS
11	<p>ADA Accessibility - Buildings and areas meet the requirements of the Americans with Disabilities Act and all other applicable laws related to accessibility.</p>	A	AL
12	<p>Vending/Change – Vending and change machines are in good working order and well-maintained. Signage on the machine either relates to park interpretive themes or is generic in nature. Any machines temporarily out-of-service or out-of-service for the season has computer-generated signs directing visitors to the closest functioning unit. All machines that accept currency accept the Presidential \$1 coin. Any change machines which accept \$5 dollar bills or higher denominations are able to dispense \$1 coins in change. Each coin vending machine has signs and notices posted on the machines denoting the acceptance of the Presidential \$1 coin.</p>	B	VS
B. In-Park Rental Registration Facility - Interior			
13	<p>Registration/Waiting Area – Any provided guest waiting areas are clean, organized and in good condition. Walls, floors, and ceilings are clean and in good condition. Doors, windows and screens are clean, in good working condition and sufficiently tight to preclude the entry of rodents and insects. Any entrance benches, tables and other outdoor furnishings are clean and well-maintained. Tables or other suitable surfaces are well-maintained and clean and are available for visitors to sort, fold and hang clean laundry.</p>	B	CC
14	<p>Public Restrooms – Restrooms are clean, free of litter, well-illuminated, ventilated, and maintained. Restrooms are equipped with hot and cold running water. Toilet bowls, sinks, and urinals are clean, free of stains and in proper operating condition. Toilet tissue, disposable towels, or air drying devices, if provided, are available at all times. Soap is provided, unless prohibited by park wildlife management plans. Walls, floors, ceilings, mirrors, waste receptacles, chairs and other furnishings are clean and well-maintained. Quality of decorative finishes is commensurate with the facility. A cleaning inspection log is maintained and posted on the back of the access door noting time of cleaning inspection and initialed by inspector. At least one restroom offers a clean and well-maintained diaper-changing station.</p>	A	VS

15	<p>Public Signs - Interior public signs for which concessioner is responsible are appropriately located, accurate, attractive, and well-maintained. Permanent signs are professionally designed and produced, consistent with NPS standards, and appropriate for the purpose they serve. The Superintendent has approved signs prior to installation. Temporary signs are computer-generated, framed or laminated, and professional in appearance. Permanent indoor signs are designed and maintained for the disabled and include applicable international graphical symbols. Handwritten signs within assigned areas are not used unless the Service approves exceptions. Signage is neat and tidy, and does not create a cluttered or untidy look.</p>	B	VS
16	<p>Illumination - Sufficient energy-efficient lighting, including recessed, spot and flood lighting, are adequate and appropriate, and complementary to the décor of the facility. All light fixtures are clean, functional, and in working condition with no burned out bulbs.</p>	B	VS
17	<p>Ventilation/Climate Control/Temperature - Public spaces are adequately ventilated with working climate control thermostats or other methods used to heat public spaces. Public spaces are maintained at a temperature consistent with guest comfort.</p>	B	VS
18	<p>Drinking Fountains – Any provided public drinking fountains are clean and in good working condition.</p>	B	CC
19	<p>Emergency Lighting/Exit Lights/Emergency Exits - Exit lights on permanent structures are on emergency circuits and in operation at all times, or are in accordance with all applicable codes. Emergency exits in all areas of the facility are adequately marked and not blocked.</p>	A	LS
20	<p>Fire Extinguishers - Accessible fire extinguishers suitable for use on anticipated type of fires are located in each building, visibly displayed, and appropriately signed with proper, up-to-date operating instructions, and visible inspection certificates or tags.</p>	A	LS
21	<p>Fire Alarms and Pull Boxes - Fire alarms and pull boxes are visible and accessible to guests and employees.</p>	A	LS
22	<p>First Aid Kit - A standard 24-unit first aid kit is provided near the registration or front desk, adequately marked, and staff knows where to locate the unit quickly.</p>	A	LS
C. Rental Equipment			

23	Condition – Rental equipment is in good operating condition. Equipment is free of rust, chipped or peeling paint, or excessively worn areas. A preventative maintenance schedule is established and followed for each rental equipment item.	A	CC
24	Inspection – Each rental item is inspected at the beginning of the operating season for integrity and rent worthiness. The concessioner has all available inspection records of each rental item on file. All equipment receives required periodic safety inspections.	B	VS
25	Identification - All rental equipment owned by the concessioner is marked with the company name and logo, and, if required, an equipment number.	C	VS
26	Equipment Types and Numbers - Sufficient types and numbers of rental equipment are available to accommodate a variety of visitor ages, abilities, skill levels and sizes.	C	VS
27	Wheeled Rental Equipment - All equipment (i.e. bicycle frames, seats, tires, kick stands, front and rear brakes and gears) are clean and in good repair for their intended use. All equipment is maintained in accordance with manufacturers' recommendations and industry standards. Tires are inflated to proper pressures.	B	CC
28	Camping/Backpacking and Cooking Rental Equipment - Overnight camping, backpacking and climbing gear and other equipment rented by the concessioner, including appropriate cooking and meal service equipment, and personal items such as sleeping bags, blankets, tents, clothing and boots are serviceable, clean, sanitized, if appropriate, and well maintained.	B	CC
29	Other Rental Equipment - Other rental equipment provided, including but not limited to beach chairs and umbrellas, cross country skis and equipment are clean and in good repair for their intended use.	B	CC
30	Audio and Visual Signaling and Navigational Equipment - Any provided operational equipment (bells, horns, whistles, etc.) is clean and operable.	C	VS
31	Other Rental Safety Equipment - Other provided safety equipment including but not limited to helmets and goggles, meets current Consumer Product Safety Commission standards and state laws. Helmets and goggles are functional and cleaned and sanitized after each rental.	B	VS
32	Equipment Storage Area - During non-business hours, the rental equipment area is fenced or otherwise secured.	C	CC
OPERATIONAL STANDARDS			

A. Rental Reservation Services			
33	Availability - Reservation services are available, at a minimum, via telephone, mail, and fax. If reservation services are available via the internet, they are available on a 24-hour, real-time on-line availability. If telephone service is utilized, service is available during normal business operating hours.	B	VS
34	Knowledge of Equipment Rental Staff - Reservation agents demonstrate their ability to provide accurate information about the equipment, rates, cancellation policies, amenities and services, local attractions, access, etc. The Concessioner's website provides the same information.	A	VS
35	Confirmation - Each reservation call concludes with confirmation number. Rentals are accurately and legibly recorded. Receipts are given for all rentals. Additionally, an e-mail or written confirmation is sent to confirm the reservation and provide additional concessioner and park information.	B	VS
36	Payment Methods - The concessioner honors credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. Debit cards and other types of payment methods including but not limited to travelers' checks, personal visitor checks and gift cards may be accepted at their discretion or at the direction of the Service.	B	VS
37	Reservation and Damage Deposits - Concessioners may require a deposit to hold a houseboat, but all deposit policies/information are disclosed at the time of the reservation and are approved by the Service. Remaining balance is due in full based on park requirements. Damage deposits are refundable provided there is no damage to the houseboat, and no missing items. Refunds are credited to the guest's credit card account, or mailed within one week after checkout.	B	VS
38	Rate Changes - The advance rate is honored and customer is refunded the difference if the approved rate is lower than the anticipated rate. Provisions for additional charges are provided for any amenities.	B	VS
39	Trip Cancellations -Cancellation policies are submitted and approved as part of the Concessioner's rate request. Cancellation policies are communicated to clients in writing at the time of reservation	B	VS
B. Rental Check-In/Check-Out Services			

40	Pre-Rental Inspections - Pre-rental inspections are conducted prior to each rental to ensure proper safety equipment is present and other equipment is operable and functioning and the equipment is rent ready. Demonstration and set up are provided upon request.	A	LS
41	Hours of Operation - All facilities and services are operated in accordance with the specified and posted hours of operation. Hours of operation are prominently displayed at each facility and posted in such a manner as to be easily visible to the public.	B	VS
42	Rental Pick-Up – Equipment rental pickup services are completed promptly in a friendly and professional manner. Equipment rental staff acknowledges any waiting guests and demonstrates a sense of courteous urgency in concluding transactions when guests are waiting. Photo ID's are requested. At a minimum, the rental staff confirms equipment type, number of persons in the party, length of rental, departure date and check-out time, and method of payment. Rental staff also identifies any extra charges (damage waivers, pass-through fees, state taxes, and other equipment rental fees). The reserved equipment and appropriate concessioner staff are available at the guest's scheduled check-in time.	A	VS
43	Rental Agreements - Written rental agreements, conforming to applicable legal requirements, are executed for each equipment rental. The rental form is approved by the Superintendent prior to adoption and use.	B	VS
44	Visitor Safety Orientation - The Concessioner ensures that the renter is capable of using the equipment being rented. Prior to releasing the equipment to the visitor, specific written or hands-on verbal operating instructions is given to the renter to assure they are fully aware of how to use the equipment and are aware of any issues which may arise while the equipment is rented. For equipment such as cross-country skis, and camping equipment, renters are briefed on (a) emergency dispatch telephone numbers, (b) permit requirements regarding restricted areas, closings and access areas, (c) weather conditions, and (d) proper disposal of pet waste, garbage and trash.	A	LS
45	Lost & Found - Any and all items found are logged and turned into a designated secure location. Lost and found articles are properly dated, secured and stored. Records are maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.	C	VS
46	Abandoned Equipment - All abandoned equipment is retrieved in a timely manner.	C	VS
B. Personnel			

47	<p>Staffing Levels - All facilities and services are properly staffed so as to prevent undue delays in service. In determining what constitutes undue delay, the consideration is given to the kinds and types of services being rendered and which situations or conditions are beyond the Concessioner's control (e.g. unanticipated influxes of guests, facility or equipment breakdowns, or sudden weather changes). The reasonableness of the delay, based on the above is the determining factor.</p>	A	VS
48	<p>Employee Attitude - Each employee projects a friendly, hospitable, helpful, positive attitude and is capable and willing to answer guests' questions (about both job and general park information). Additionally, employees are proactive in solving guest issues, ensuring guest satisfaction, and anticipating guests' needs.</p>	A	VS
49	<p>Employee Appearance - Each employee wears a uniform or name tag identifying them as a concession employee. The uniform is commensurate with the type of service provided. Employees present a neat, clean, and otherwise attractive professional appearance.</p>	A	VS
50	<p>Employee Training Programs - An active training program for all employees for the development of necessary skills and techniques is provided for all employees. These sessions stress work performance and, as appropriate to the position, also includes technical training for specific equipment, first aid, AED, fire and life safety (e.g. CPR and Heimlich maneuver), alcoholic beverages, product and service presentation, cleanliness, employee attitudes, NPS philosophy and policy and any other training requirements. Performance is indicative of good training.</p>	A	VS
E. Rates			
51	<p>Approved Rates - All rates charged do not exceed those approved by the Superintendent. These rates are verified against the specific approved, service, quality, price or other such criteria.</p>	A	VS

Ranking Definitions**A. Major**

First Priority (A) conditions or practices create or have the potential to exert a **significant** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

B. Moderate

Second Priority (B) conditions or practices create or have the potential to exert a **moderate** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

C. Minor

Third Priority (C) conditions or practices create or have a potential to exert a **minor** impairment to visitor or employee health and safety; park resources; visitor services or visitor enjoyment; Concession Facilities or associated personal property.

Focus Area Acronyms

Primary Focus Area Abbreviation	Primary Focus Area
LS	Life Safety/Health
RP	Resource Protection
VS	Visitor Satisfaction
CC	Cleanliness/Condition
AL	Accessibility/Legal Requirements

EXHIBIT B**NONDISCRIMINATION****SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC****(a) Employment**

During the performance of this Contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) The Concessioner will comply with all provisions of Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, which are incorporated by reference into this Contract as if fully set forth in this Contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

(8) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in

whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(b) Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this Contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

(a) Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(b) Existing Facilities

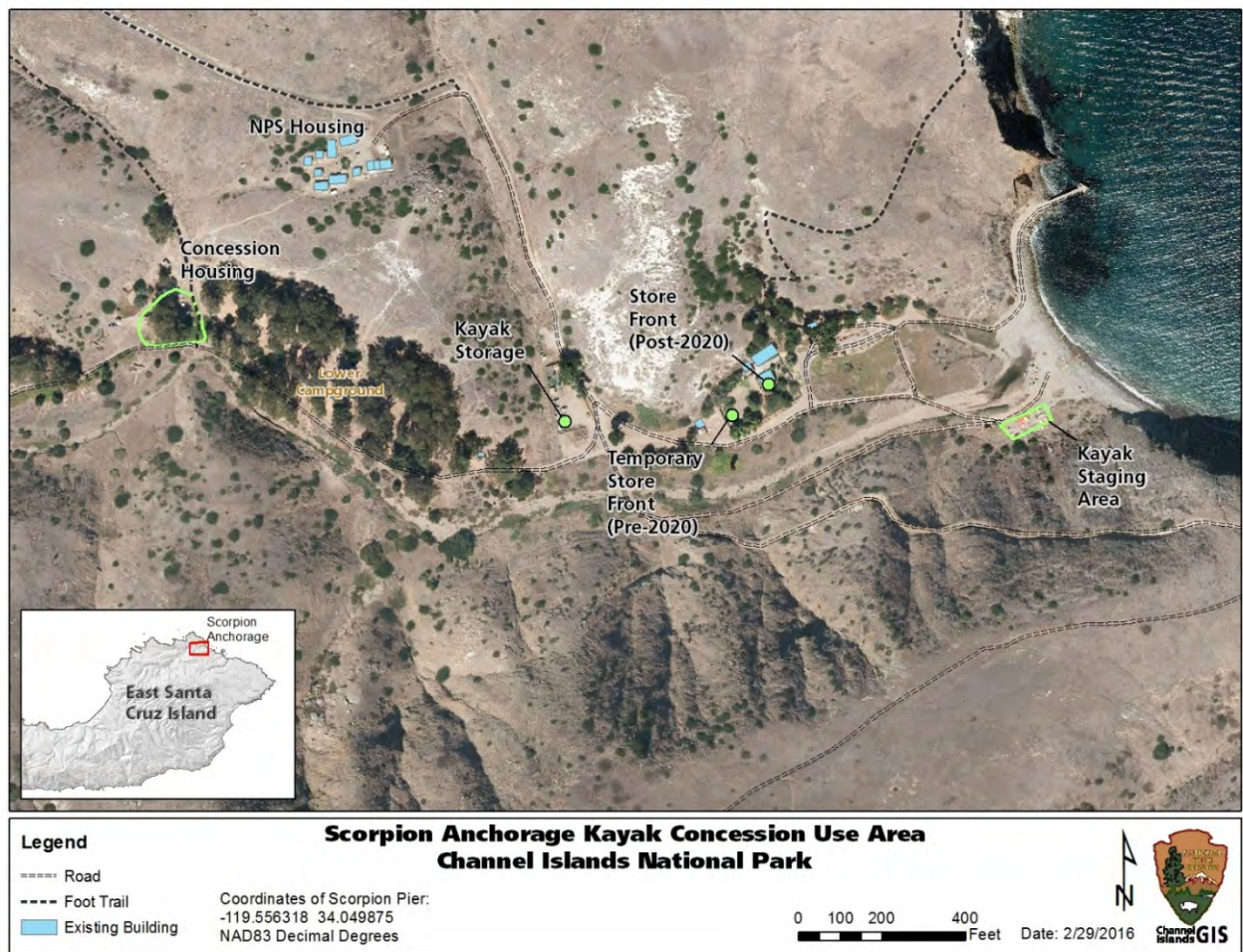
A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT C

**ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS
(CONCESSION FACILITIES)**

Land Assigned – Restrictions on Use and Occupancy

(1) Land is assigned as Concession Facilities in accordance with the boundaries shown on the following map[s]:



(2) Concessioner may not occupy and use the Concession Facilities and is not responsible for maintenance of these Concession Facilities under Section 9 of the Contract and Exhibit E-Maintenance Plan until the date (“Occupancy Date of Concession Facilities”) set by the Director (acting through the Superintendent), in a written notice to the Concessioner. Commencing on the Occupancy Date of Concession Facilities, the Concessioner may occupy and use the Concession Facilities and shall be responsible for maintenance of these Concession Facilities under Section 9 of the Contract and Exhibit E-Maintenance Plan.

Real Property Improvements Assigned

The following real property improvements are assigned to the concessioner for use in conducting its operations under this Contract:

NONE

Asset Code	Asset Description	Asset Type	Unit of Measure	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value

** Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.*

Approved, effective 1/27, 2017

By: Laura E. Joss
 Laura E. Joss
 Regional Director, Pacific West Region

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EXHIBIT E MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between Santa Barbara Adventure Company (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Channel Islands National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

PART A – GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

2) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to Part A of this Maintenance Plan.

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement - A structure, fixture, or non-removable equipment.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Maintenance – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Major Rehabilitation – A planned, comprehensive rehabilitation of an existing structure that exceeds fifty percent of the pre-rehabilitation value of the structure.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance (RM) – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

Useful Life – The serviceable life of an Asset or Component.

3) Concessioner Responsibilities

A) In General

- (1) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (3) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (4) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (6) The Concessioner must not construct or install real property improvements (including, without limitation, Capital Improvements and Major Rehabilitations).

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (3) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.

4) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

5) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities**C) General**

- (1) Land Assignment. Effective on and after the Occupancy Date of Concession Facilities set by the Superintendent pursuant to the provisions of Exhibit C of the Contract, the Concessioner is responsible for all Maintenance as defined in this Maintenance Plan of the Concession Facilities, except as noted in Section 5 "Service Responsibilities."
- (2) Deficiencies. The Concessioner must correct any Deficiencies on a timely basis.
- (3) Additional Facility Maintenance Standards.
 - (a) Personal Property Maintenance. All Concessioner-operated Personal Property including parts, supplies, and related materials must be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.
 - All equipment, concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer's specifications, and replaced as necessary.
 - (b) Painting. Unless required more frequently per the manufacturer's recommendation or the International Property Maintenance Code (IPMC), paintable surfaces will be painted on a regular cycle, exteriors of not less than once every five (5) years, and interiors not less than once every seven (7) years, unless an exception is approved by the Service. Paint products must be of a "best quality" from a major manufacturer and of a type and color that are readily available on the open market and approved by the Service. Any changes to paint colors from the color range provided by the Service must be approved by the Service. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. No oil based paints may be used without the prior written approval of the Service.
 - (c) Flooring. The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
 - (d) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
 - Walls and ceilings. The Concessioner must maintain walls and ceilings with a fresh appearance, free of breaks and stains.
 - Windows. Windows must be clean and unbroken. Caulking must be clean and in good repair.
 - Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use.
 - Where feasible and appropriate, the Concessioner must replace incandescent lights with energy conserving light emitting diode (LED) lights.
 - Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.
 - (e) Exterior. The Concessioner must maintain the structural, historical and architectural integrity of the Concession Facilities, including performing the following activities.
 - Roofs. The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - Gutters, downspouts and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
 - Doors and windows. The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
 - Siding, walls and trims. The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition.

- Structural ventilation. The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed and to prevent wildlife from entering.
 - Foundations and exterior walls. The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
 - Exterior Lighting. All lights must be shielded to cast light downward only (exterior lighting will provide the minimum necessary lighting for visitor safety and security of facilities). New lighting must be approved by the Service. Energy efficient lighting will be used where feasible.
- (f) Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint. The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. Any repair or replacement of asbestos containing materials will only be performed with the written approval of the Service.
- (g) Personal Property. The Service may require the Concessioner to replace Personal Property provided by the Concessioner or the Service, including furniture and equipment, at the end of its remaining life or when the item presents a quality, safety, or environmental issue or when the item does not comply with all Applicable Laws.
- (h) Programmatic Compliance Agreement
- The Concessioner will work with the Service to develop a Programmatic Compliance Agreement within one year of the Contract effective date, which will generate appropriate NEPA and NHPA Compliance approval for routine or frequent activities involving Concession Facilities. This will likely include most Facility Maintenance Activities. The Concessioner and the Service will review this plan on an annual basis and update it as needed.
 - For actions and activities that are not covered under the Programmatic Compliance Agreement, the Concessioner must follow the Channel Islands National Park Project Review Process for approval.
- (i) Vehicle Maintenance. The Concessioner may not perform vehicle Maintenance within the Area.
- D) Utilities**
- (1) Any repairs, additions or changes to the utility systems, and all activities involving ground disturbance, must be approved by the Service in advance.
- (2) Electrical Housing and Storefront:
- (a) The Concessioner may provide renewable electrical energy (solar) to the housing area. All solar is to be located within the housing footprint and roof mounted.
- (b) The Concessioner must maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Service. The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
- (c) The Concessioner must ensure that all electrical systems under its control meet, at a minimum, the National Electrical Code, and state and local codes.
- E) Utility Costs**
- (1) The Concessioner must pay the Service for all electricity, water, and wastewater usage furnished to the Concessioner by the Service. The calculation of wastewater collection and treatment cost is measured in accordance with industry standards by the quantity of water delivered to the Concessioner through water meters. Invoices will be delivered to the Concessioner monthly for payment in accordance with Service terms and conditions. Utility rates will be adjusted annually in accordance with Director's Order 35B.
- F) Signs**
- (1) Responsibilities. With the exception of Service bulletin boards (in campgrounds and at trailheads), the Concessioner must provide and replace all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.
- (2) Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited

to, Directors Order 52C, Park Signs. The Service provides a copy of the Director's Order. The Concessioner must obtain written Service approval prior for any new sign installation.

- (3) Temporary Signs. The Concessioner must replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

G) **Grounds and Landscaping**

(1) General.

- (a) Concessioner to provide a planned layout the housing, kayak staging, kayak storage and store front areas within identified boundaries for park management review and approval before implementation.
- (b) The Concessioner must weed, mow, prune, and conduct all other landscaping and grounds care in its Concession Facilities. The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner's landscaping activities must be consistent with Service policies. Landscaping activities that utilize power equipment must occur between 10 a.m. and 5 p.m. so as to minimize disturbances to guests or visitors.
- (c) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.

(2) Weed and Pest Management.

- (a) The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- (b) The Concessioner in accordance with the Service's Integrated Pest Management (IPM) Program must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner must review specific problems with the Service's IPM Coordinator.
- (c) The Concessioner may only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program, and with prior approval by the Service.
- (d) Pesticide Request Form and Pesticide Use Log. The Concessioner must submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by January 15th each year.
- (e) The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests.

H) **Storage Areas, Parking Area, and Staging Area**

- (1) Standard. The Concessioner must maintain and keep in good repair storage areas, parking areas, and staging area within its land assignment.

- (a) The Concessioner, with written approval by the Superintendent, must grade, resurface, repair surfaces, and remove debris and hazards from storage areas, parking areas, and staging area within the Concession Facilities.

I) **Assigned Government Personal Property**

Exhibit D to this Contract lists the Government Personal Property assigned to the Concessioner for appropriate use under this Contract. The Service reserves the right to add or delete items from the Assigned Government Personal Property as may be appropriate from time to time.

- (1) The Concessioner must maintain a system that clearly identifies and tracks all Assigned Government Personal Property.
- (2) The Concessioner must maintain Assigned Government Personal Property in accordance with manufacturers' standards, Service policies, and the most current Federal Property Management Guidelines, which can be found on the Internet [at www.omb.gov](http://www.omb.gov).
- (3) The Concessioner must maintain Assigned Government Personal Property fully functional for its intended use with a clean, well-cared-for appearance.

2) **Service Responsibilities**

The Service assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below.

J) **Water and Wastewater**

- (1) The Service assists with the location and identification of water and wastewater trunk or main lines.

- (2) The Service provides bacteriological monitoring and chemical analysis of potable water. The Service coordinates sampling schedules with the Concessioner.
- (3) If the Service needs to access a main within the assigned Concession Facilities, the Service will restore the area unless the Concessioner has caused the need to access the main.
- (4) The Service conducts annual water/wastewater surveys within Concession Facilities.

K) Utility Costs

- 1) The Service will review costs for utility systems and services annually and will notify the Concessioner in writing ninety (90) days in advance of a rate change. Rates will be based on the results of the review. Director's Order 35B and other applicable Service utility management policies and procedures are available from the Service upon request.

L) Hazard Trees

- (1) The Service will conduct hazard tree surveys to identify trees posing danger.
- (2) The Service will coordinate tree identification and priority setting with the Concessioner.
- (3) The Service will remove all hazard trees.
- (4) The Service will coordinate disposition and use of removed wood with other Service divisions.

M) Signs

The Service maintains all regulatory and information signs that serve the interest of the Park; examples include information signs, directional signs along trails, and interpretive signing.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General

The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

A) Air Quality

- (1) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must obtain Service approval to use halon fire suppression systems.

B) Hazardous Substances

- (1) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

D) Pest Management

- (1) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- (2) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- (3) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by January 15 of each calendar year a Pesticide Use Request Form for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval to use contracted pesticide applicators

E) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote and implement a litter abatement program.

- (3) The Concessioner must provide, at its own expense, an effective management system for the collection, storage and disposal of Solid Waste generated by its facilities and services as well as the Solid Waste generated by the visiting public at its facilities. Solid waste must be kept in a wildlife resistant container until disposed of off of the island.
- (4) The Concessioner must develop, promote and implement as part of its Sold Waste management system, a recycling program that fully supports the efforts of the Service for all Park specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- (5) Solid Waste collection and disposal must be conducted on a schedule approved by the Service, on a frequency as necessary to prevent the accumulation of waste.
- (6) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station. Recyclables must be transported to an authorized recycling center.
- (7) The Concessioner must obtain Service approval for any contracted Solid Waste services.
- (8) Concessioner must obtain the U.S. Zero Waste Business Council’s Platinum Level Zero Waste Facility certification for on-island operations, **within the first 12 months of the effective date of the Contract**, and maintain it throughout the term of the Contract. Achieve the following commitments:
 - (a) Divert 90% of its solid waste stream through waste reduction, reuse, compost and recycling.
 - (b) 1.2% annual reduction in landfill volume per employee per year.
 - (c) Offer 80% of storefront items as recyclable, and improve by 1% each year, at a minimum (if applicable).
 - (d) **Within 12 months of the Occupancy Date of the Concessions Facilities**, eliminate packaging from food provided to on-island employees.
 - (e) **Within the first 2 years of the Contract**, 90% of kayak and snorkel gear must be recyclable.
 - (f) 100% of added furniture, cabinets, shelves, or other furnishings will be used or refurbished.
 - (g) Concessioner will takes the following steps to reduce solid waste, at a minimum, throughout the Contract

<p>Container and packaging</p> <ul style="list-style-type: none"> • Supply all employee food for housing area in bulk, with no packaging, at no cost to employees. • Provide free refillable BPA-free water bottle to all clients. • Provide reusable plates, napkins and dinnerware at kitchen. • Provide zero packaging bulk soap, shampoo and dish soap at no cost to employee housing. • Provide option for clients to purchase lunch, to be delivered • mainland with zero packaging - packed in Tupperware with reusable napkin and silverware. 	<p>Equipment</p> <ul style="list-style-type: none"> • Snorkel mouthpieces that can be replaced without entire unit. • Purchase blemished or refurbished kayaks. • Contact all suppliers before order to request less packaging. • Donate all usable retired equipment to local schools. • Donate unusable wetsuits, paddle jackets and PFDs to Green Guru Gear (or comparable service) for repurposing into backpacks and bags. • Recyclable kayaks, snorkels, masks, helmets, fins, paddles. • Convert brass clips from retired seat backs into towing leashes. • Use only refillable fire extinguishers.
<p>Office</p> <ul style="list-style-type: none"> • Use digital tablets for Acknowledgement of Risk forms. • Email confirmation emails and receipts to clients. • Use Digital Tablets with digital forms for employee reports. • Maintain training documents on internal website. • Use rechargeable batteries for all devices. • Use 80% post-consumer recycled toilet paper. 	<p>Food waste</p> <ul style="list-style-type: none"> • Send daily updates on food inventory to avoid over-ordering. • Donate edible surplus food to Food Bank of Santa Barbara. • Transport airtight food waste containers from employee housing within 72hrs to compost at Marborg mainland facility.

<ul style="list-style-type: none"> • Purchase refurbished and recycled content office furniture for storefront and mainland office. 	
<p>Environmental Purchasing Program (EPP)</p> <ul style="list-style-type: none"> • Evaluate/document purchases per EPP criteria: recycled content, recyclable, compostable, reusable, durable. • 4 hr training in EPP for all employees who purchase. • Buy in bulk and concentrate form to minimize packaging. 	<p>Monitoring</p> <ul style="list-style-type: none"> • Weigh trash, recycling & compost before removing from island. • Track all other diversion activities (reuse, donations and designing out waste) on spreadsheet for analysis. • GM and Environmental Officer analyze data monthly and communicate to employees for ISO14001 review/improvement. • Analyze waste stream contamination quarterly and identify areas for improvement.
<p>Employee Awareness</p> <ul style="list-style-type: none"> • Train all employees 2 hr/yr in diversion. • Include Waste Diversion Efforts in all employee evaluations. • Give \$50 Zero Waste Hero award to 1 employee per month. • At housing, retire linens as rags; recycle mattresses. 	<p>Recycling Program</p> <ul style="list-style-type: none"> • Recycle all of the following materials: plastic, paper, cardboard, metals, glass, electronics, batteries and lightbulbs. • Sort and weigh recyclables each week on the island, transport to our mainland warehouse and arrange collection by Marborg.
<p>Transportation</p> <ul style="list-style-type: none"> • Store incoming packaging and reuse for outgoing shipments. • Transport all materials to island in reusable containers. 	<p>Hard to Recycle Items</p> <ul style="list-style-type: none"> • Use zero waste boxes to collect all water filters, dead batteries, universal waste, candy and snack wrappers and sporting goods (shoes, gloves, straps) on island and mainland. • Ship full boxes to Terracycle (or comparable service) to extract materials and recycle.

F) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible. All new equipment must meet Energy Star standards where feasible.
- (3) Concessioner shall provide **within 12 months of the Occupancy Date of the Concession Facilities** (unless otherwise noted) to the following equipment (“Water/Energy Efficiency Equipment”):
 - (a) a rainwater tank (approx. 500 gal) and gutters to capture rainwater from the kitchen/dining facility. Water will be treated through reverse osmosis before potable use.
 - (a) a greywater system at the kitchen facility. Water will be treated in a reverse osmosis system into potable drinking water (NSF/ANSI Standard 42/53/58/401).
 - (b) Fluid Smart Meters on all water lines to detect any leaks immediately.
 - (a) Fluid Smart Water Meters at the kitchen facility and storefront capable of measuring the water volume for each faucet and fixture. The data will display on digital tablets in the dining facility for staff to review, compare to plans, and discuss reductions. The Environmental Officer, Housing Supervisor, and GM will review the data monthly compared to targets, identify areas for improvement, and initiate a corrective action process if not meeting targets.

Location and Placement of Water/Energy Efficiency Equipment: No structure, furnishings, and/or equipment provided by the Concessioner may, under any circumstances, be placed such that the structure, furnishings, and/or equipment becomes a fixture as defined in Applicable Laws (including without limitation 36 C.F.R. Part 51) or loses identity as personal property by being attached to any real property. The Concessioner is prohibited by Section 8(a) of the Contract from constructing any Capital

Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands

Costs and Expenses of Providing the Water/Energy Efficiency Equipment: The Concessioner shall spend a minimum of \$13,000 within the first 12 months following the effective date of the Contract to provide the Water/Energy Efficiency Equipment. All costs and expenses of the Water/Energy Efficiency Equipment are the sole responsibility of and shall be paid by the Concessioner

- (4) Non-potable water from the reverse osmosis system will irrigate native screening plans.
- (5) Hire an expert sustainability consultant to conduct a water audit and provide recommendations for reducing water use, within 90 days of occupying the housing facilities.

G) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

The concessioner must submit the following plans and reports to the park for review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

A) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

B) Pesticide Use Log

The Concessioner must submit by January 31 of each calendar year Pesticide Use Log which tracks pesticide use for the current year.

C) Pesticide Use Request Form

The Concessioner must submit by January 31 of each calendar year a pesticide request form requesting approval of anticipated pesticide use.

2) Reporting Schedule

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Frequency	Due Date
Personal Property Report	Annually	January 31
Pesticide Use Log	Annually	January 31
Pesticide Use Request Form	Annually	January 31

EXHIBIT F

INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, **an unconditional 30 days advance notice** of cancellation of coverage or policy terms for all property insurance. The Concessioner must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with excess or umbrella liability as explained below.

(a) Commercial General Liability

- (1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

Per Occurrence	\$2,000,000
Personal and Advertising Injury Liability	\$2,000,000
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Medical Payments	\$1,000
Damage to Premises Rented to You	\$1,000

- (2) The liability coverages may not contain the following exclusions/limitations:

- Athletic or Sports Participants
- Contractual Liability
- Personal & Advertising Injury exclusion or limitation
- Products and Completed Operations
- Explosion, Collapse and Underground Property Damage exclusion
- Total Pollution exclusion
- Watercraft limitations or exclusions affecting the use of watercraft in the course of the Concessioner's operations

- (3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.
- (4) If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1, including garage operations for products and completed operations. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9." Garagekeepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee.

Combined Single Limit Each Accident \$

(c) Excess Liability or Umbrella Liability

The Concessioner may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy limit meets the minimum limit of liability required.

The Concessioner is not required to provide excess liability or umbrella liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Umbrella Liability policy.

(d) Liquor Liability (not applicable)

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit \$
Aggregate Limit \$

(e) Watercraft Liability (or Protection and Indemnity) (not applicable)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit \$

Marina liability shall be maintained at the same each occurrence limit if the Concessioner operates a marina.

Tower's liability shall be maintained at the same each occurrence limit if the Concessioner tows or transports non-owned vessels by water.

(f) Marina Operator's Legal Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss \$

(g) Environmental Impairment Liability (or Pollution Liability) (not applicable)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site and for cleanup.

Each Occurrence or Each Claim Limit	\$
Aggregate Limit	\$

(h) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	\$
Property Damage Limit	\$
Each Accident Limit	\$

The Concessioner must maintain airport liability insurance at a limit of at least \$ _____ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(i) Garage Liability (not applicable)

This coverage is required for any operations in which the Concessioner services, handles or repairs automobiles owned by third parties. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limit - Garage Operations (Other than Covered Autos)	\$
Aggregate Limit-Garage Operations	\$
Covered Auto Limit (each accident)	\$
Garagekeepers' Liability	
Personal Injury Protection (or equivalent no-fault coverage)	\$
Uninsured Motorists	\$
Personal & Advertising Injury Limit	\$
Fire Legal Liability "per fire"	\$

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

(j) Care, Custody and Control – Legal Liability, i.e. Innkeeper's Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any one Guest	\$
Any One Loss	\$

(k) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	\$
Aggregate Limit	\$

(l) Special Provisions for Use of Aggregate Policies

The general aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(m) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described liability insurance policies (other than umbrella liability, environmental impairment liability or professional liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on umbrella liability, environmental impairment liability and professional liability may be up to \$25,000.

(n) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The employer's liability limit will not be less than \$1,000,000.

If the Concessioner's operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Concessioner conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

SEC. 3. PROPERTY INSURANCE**(a) Building(s) and Contents Coverage**

Amount of insurance (buildings): Full replacement value as listed in Exhibit C without deduction.

Amount of insurance (contents): Full replacement value without deduction.

Amount of insurance (inventory): Full replacement value without deduction.

- (1) Insurance shall cover buildings, structures, improvements & betterments, and contents for all Concession Facilities, as more specifically described in Exhibit C of this Contract.
- (2) Coverage shall apply on an "all risks" or "special coverage" basis and shall include earthquake coverage if the Concession Facilities are located within Seismic Zones 3 or 4.
- (3) The policy shall provide for loss recovery on a replacement value basis without deduction.
- (4) The amount of insurance must represent no less than 100% of the replacement cost value of the insured property. The Concessioner must insure inventory for 100% of the replacement cost of the products held for sale.

- (5) The vacancy restriction and unoccupied restriction, if any, must be eliminated for all property that will be vacant beyond any vacancy or unoccupied time period specified in the policy.
- (6) The Concessioner must maintain flood coverage at least at the maximum limit available in the National Flood Insurance Program (NFIP) or the total replacement cost of the property, whichever is less, if the Concession Facilities are partially or fully within a Special Flood Hazard Area (Flood Zones A or V as identified by the Federal Emergency Management Agency).
- (7) The Concessioner must maintain earthquake coverage at the maximum limit available not to exceed 100% replacement value, without a deductible greater than 5% of the property value, or its equivalent in whole dollars if the Concession Facilities are located in Seismic Zones 3 or 4.
- (8) The coinsurance provision, if any, shall be waived or suspended by an agreed amount clause.
- (9) The Concessioner must provide coverage on a blanket basis for real and personal property.
- (10) Ordinance or law, demolition, and increased cost of construction. Coverage shall be maintained with a limit of not less than 20% of the building replacement costs listed in Exhibit C, each for the increased cost of construction and for the cost to replace the undamaged portion of a building ordered torn down by the appropriate authorities.

(b) Boiler & Machinery/Equipment Breakdown Coverage

- (1) Insurance shall apply on the comprehensive basis of coverage including all objects within the Concession Facilities.
- (2) The policy shall provide a limit at least equal to the full replacement cost for all covered objects in the highest valued Concession Facilities location, plus 20% on a replacement cost basis.
- (3) No coinsurance clause shall apply.
- (4) The Concessioner must provide coverage on a blanket basis.
- (5) If insurance is written with a different insurer than the building(s) and contents insurance, both the property and boiler insurance policies must be endorsed with a joint loss agreement.
- (6) The Concessioner must maintain ordinance or law, demolition, and increased cost of construction coverage.

(c) Inland Marine Coverage

- (1) Insurance shall apply to all boats, office trailers, equipment, storage racks and docks owned or rented by the insured, unless otherwise covered by building and contents coverage or provided for as part of a Watercraft Liability (or Protection and Indemnity) policy.
- (2) Coverage shall apply to direct damage to covered property.
- (3) The Concessioner must maintain flood coverage and earthquake coverage as described above.
- (4) The Concessioner must maintain coverage while covered property is in transit or away from the insured's premises.
- (5) No coinsurance clause shall apply.

(d) Builders Risk Coverage

- (1) Insurance shall cover buildings or structures under construction pursuant to the terms of the Contract and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage, and while in transit. Coverage also must apply to temporary structures such as scaffolding and construction forms.
- (2) Coverage shall apply on an "all risks" or "special coverage" basis.
- (3) The policy shall provide for loss recovery on a replacement cost basis.
- (4) The amount of insurance should represent no less than 100% of the replacement value of the property in the process of construction.
- (5) No coinsurance clause shall apply.
- (6) Any occupancy restriction must be eliminated.
- (7) Any collapse exclusion must be eliminated.

(e) Business Interruption and/or Expense

Business interruption insurance is required on all property policies, and Boiler and Machinery policies. Business interruption insurance and extra expense insurance covers the loss of income and continuation of fixed expenses in the event of damage to or loss of any or all of the Concession Facilities. Extra expense insurance covers the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. The Concessioner must calculate the minimum coverage provided as follows:

Anticipated annual gross revenue from operations	\$ _____
Less non-continuing expenses	(\$ _____)
 Annual Total	 \$ _____
Divided by 12	\$ _____
Times the number of months estimated to rebuild or repair the Concession Facilities	\$ _____
 Minimum Coverage	 \$ _____

(f) Deductibles

Property insurance coverages described above may be subject to deductibles as follows:

- (1) Direct damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$50,000 (except flood coverage and earthquake coverage may be subject to deductibles not exceeding 5% of the property value for flood, windstorm and earthquake).
- (2) Extra expense deductibles (when coverage is not combined with business interruption) shall not exceed \$50,000.

(g) Required Clauses

- (1) Loss Payable Clause: A loss payable clause, similar to the following, must be added to Buildings and Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. ____ dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America, unless the damage exceeds \$1,000,000."

SEC. 4. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new structures must ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated in the Contract including this Exhibit (for commercial general liability, automobile liability, Workers' Compensation and, if professional services are involved, professional liability). Except for Workers' Compensation insurance, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the commercial operator insurance requirements. The amounts and limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

SEC. 5. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- (1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 6. THIRD PARTY INSURANCE

Concessioners entering into contracts with third parties for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that each third party retained for such work maintain an insurance program that adequately covers the activity and comply with all the requirements applicable to that party's own insurance.

SEC. 7. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 8. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

EXHIBIT G

TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including

contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

- (i) Providing the New Concessioner with an update of the reservation log through the Termination Date;
- (ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and
- (iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

EXHIBIT H
INTELLECTUAL PROPERTY LICENSED MARKS

Channel Islands National Park
Scorpion Anchorage
Scorpion Valley
Scorpion Ranch
Smugglers Cove
Pedro Point
Coche Point
Little Scorpion
Scorpion Rock
Cavern Point