EXHIBIT B OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those services to be performed within National Mall and Memorial Parks (hereinafter referred to as the "Area").

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 Operating 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 must not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a general manager who:
 - (a) Has the authority and the managerial experience to operate all services required and authorized under the Contract;
 - (b) Will employ a staff with the expertise and training to operate all services required and authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.

B) Service

- (1) The Superintendent of the Area is responsible for all operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
 - (a) Evaluation of Concessioner services;
 - (b) Review and approval of rates charged for all services; and
 - (c) Review and approval of changes to services, advertisements, and other items outlined in this operating plan.
- (2) Contact Information. The Service will provide to the Concessioner a current list of all appropriate contact persons.

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3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Scope and Quality of Service

The Concessioner must provide all services in a consistent, environmentally sensitive, and highquality manner and must operate in accordance with the operating standards as defined by the Service.

B) Schedule of Operations

- (1) The Concessioner must provide the required services for Area visitors on a year-round basis, except for Christmas Day and New Year's Day.
- (2) Minimum hours of operation are from 9 a.m. to 6 p.m. beginning March 1 through September 30 and 9:30 a.m. to 5 p.m. during the remainder of each year.
- (3) The Concessioner must schedule stops with 20-minute headways beginning March 1 through September 30.
- (4) The Concessioner may schedule stops with up to 60-minute headways beginning October 1 through the end of February.
- (5) The Concessioner may choose not to operate on days that federal government offices in the Washington, DC area are closed due to extreme weather conditions as determined by the U.S. Office of Personnel Management (OPM).
- (6) The Concessioner must inform the Service in advance if the Concessioner believes weather, road safety, or other contingencies or concentrated maintenance activities require deviations from the approved schedule of operations above. The Concessioner must receive prior approval from the Service for deviations from the approved schedule of operations.
- (7) The Concessioner's operations and schedules are subject to change by the Service, during special events and road closures.

C) Rate Determination and Approval Process

- (1) Rate Determination. The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided and are reasonable, justified, and comparable with similar services provided by the private sector. The reasonableness of rates is determined based upon current concession rate approval policies and guidelines documented in the Service's Concession Rate Administration Guide as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (2) Changes to Methods. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
- (3) <u>Rate Approval Method</u>. The Concessioner must determine its interpretative transportation service rates in accordance with the Service's Competitive Market Declaration (CMD) guidelines.
- (4) Management of Rates under the CMD Method. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service type approved under the CMD rate method.

- a. <u>Rate Adjustment</u>. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
- b. <u>Service Rate Monitoring.</u> The Service will monitor to verify that CMD rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with operational reporting requirements outlined in this Operating Plan and available data on the Concessioner's competitors.
- c. Concessioner Rate Monitoring Plan. Within 60 days of the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information the Concessioner will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - i. Monitoring by service type
 - ii. Competitors by service type
 - iii. How the Concessioner will track competitor pricing
 - iv. What its strategy is for pricing against competitors
 - v. How the Concessioner will monitor utilization
 - vi. How the Concessioner will monitor visitor satisfaction
- d. <u>Rate Monitoring Information</u>. The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned with its monthly operational performance report (see Section 5)B) below).

D) Evaluations and Inspections

- (1) Standards. The Concessioner must ensure the protection of resources, compliance with environmental and risk management requirements, and provide satisfactory services to visitors within the Area. The Concessioner's operation of interpretive visitor transportation services required and authorized by the Contract must conform to the evaluation standards set forth in the current Service Concessioner Review Program and Concession Management Guidelines.
- (2) The Service and the Concessioner separately inspect and monitor services with respect to:
 - (a) Service policy
 - (b) Applicable standards
 - (c) Authorized rates

- (d) Safety
- (e) Environmental compliance
- (f) Impacts on cultural and natural resources
- (g) Correction of operating deficiencies
- (h) Responsiveness to visitor comments
- (i) Compliance with the Contract including its Exhibits
- (j) Interpretive programs and information
- (3) Operation Evaluations
 - (a) The Service conducts both announced and unannounced evaluations of Concessioner personal property, services, and equipment to ensure conformance to Applicable Laws and standards. The Service may contact the Concessioner so that a representative of the Concessioner may accompany the evaluator.
 - (b) The Service uses informal monitoring and visitor comments to identify areas of concern between formal evaluations. The Service uses such observations and comments to focus its attention during formal evaluations.
 - (c) The Service forwards evaluation results to the Concessioner in a timely manner. The Concessioner must correct deficiencies within dates set by the Service. The Concessioner must address all periodic evaluation findings to the satisfaction of the Service. Delayed implementation or failure to correct noted deficiencies may result in lowered periodic evaluation rating.
 - (d) For deficiencies that cannot be corrected by the assigned due date, generally within two weeks of the deficiency finding, the Concessioner must propose for Service approval its schedule for correction of deficiencies or its proposed improvement program to address any required changes prompted by deficiency findings.
- (4) Service Concession Review Program. The Service will evaluate concession facilities and services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program as described in the Service's Commercial Services Guide (available on the Service's Concessions website, at https://www.nps.gov/subjects/concessions/law-regulation-policy.htm). The Concessioner must provide full access to its management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize, schedule, and correct noted deficiencies. Copies of service standards, program standards, and all evaluation forms are available on the Service's Concessions website under Concessioner Tools. The Concessioner will receive an Annual Overall Rating (AOR) report by March 31 each year based on the Service's evaluations of the Concessioner's operations for the preceding calendar year. Program area scores will be rolled up into the Annual Overall Rating and rated as unsatisfactory, marginal, satisfactory, or superior based on the number of deficiencies in meeting service-specific and program standards, including special attention items as identified in the evaluation forms. Special attention item deficiencies will cap the program area score. One marginal program area score will cap the AOR at satisfactory. Two marginal program area scores or one unsatisfactory program area score will cap the AOR at marginal. Three marginal or two unsatisfactory program area scores will cap the AOR at unsatisfactory. AOR evaluation program areas are as follows:

- (a) Administrative and Contractual Requirements. The Service will conduct an annual review of the Concessioner's compliance with administrative and contractual requirements, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and proof of insurance requirements.
- (b) Periodic Evaluations. The Service will conduct periodic operational evaluations of concession facilities and services to ensure conformance to applicable service standards and other operational requirements. Periodic evaluations may be announced or unannounced. The Concessioner may be contacted at the time of unannounced facility evaluations so that a representative of the Concessioner may accompany the evaluator. Periodic evaluation frequency depends on seasonality and operational performance. The operational performance rating collates periodic evaluation scores from all services under the Contract and weights them as determined by the Area.
- (c) Risk Management Program. The Concessioner must submit an initial Risk Management Program (RMP) within 120 days of the Contract effective date and annually by December 15th. The Service will conduct an evaluation of the Concessioner's RMP at least annually. This evaluation considers performance in implementing health, safety, and fire safety programs and operating in accordance with the Concessioner's documented RMP. The Concessioner will receive an RMP rating based upon this evaluation.
- (d) Environmental Management Program. The Concessioner must submit an initial Environmental Management Program (EMP) within 120 days of the Contract effective date and annually by December 15th. The Service will consider the Concessioner's performance in complying with Service environmental management standards, protecting natural resources, and meeting environmental compliance requirements. The Service will conduct an evaluation of the Concessioner's Environmental Management Program (EMP) at least annually. The Concessioner must utilize appropriate best management practices (practices that apply to the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable considering the circumstances of the operations conducted under this Contract) in its provision of visitor services and other activities under this Contract. The evaluation considers performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with best management practices. Performance in addressing Concessioner environmental audit findings is a component of this evaluation. The Concessioner will receive an EMP rating based upon this evaluation.

E) Environmental Management

Section 4 of Addendum 1 General Provisions of the Contract provides the environmental requirements with which the Concessioner must comply.

F) Recycling

The Concessioner must provide separate recycling and trash receptacles on vehicles.

G) Acknowledgement of Risk

The Concessioner may require visitors using the Concessioner's services to sign an acknowledgement of risk form. If the Concessioner implements such a requirement, 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 Superintendent for approval its proposed Visitor's Acknowledgement of Risk form at least 30 days in advance of use of the form and any proposed changes to an approved form. If the Concessioner does not intend to use a Visitor's Acknowledgement of Risk form, it must advise the Superintendent of this intention. The Concessioner may not request or require Area visitors using the Concessioner's services to sign a liability waiver form, insurance disclaimer, or indemnification agreement.

H) Human Resources Management

- (1) The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag that is clearly visible at all times. Employees must be neat and clean in appearance. Attire must be freshly laundered and in good condition (not torn, stained, or excessively faded). Employees must project a hospitable, friendly, helpful, positive attitude, and be capable and willing to answer visitors' questions and provide visitor assistance.
- (2) Employee Conduct. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take all actions needed to fully correct any such situation.
- (3) Firearms. Concessioner employees must not carry a firearm on their person or in a Concessioner vehicle while on duty.
- (4) Employee Hiring Procedures
 - (a) <u>General Manager</u>. The Concessioner's General Manager must have an appropriate background as a manager or administrator that indicates their ability to manage an interpretive transportation operation.
 - (b) <u>Staffing Requirements</u>. The Concessioner must hire a sufficient number of employees to ensure high-quality visitor services throughout the operating season.
 - (c) <u>Drug-free Awareness and Testing Program</u>. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse.
 - The Concessioner must establish an appropriate employee drug-testing program.
 - The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - If the Concessioner becomes aware of illegal drug use by any of its employees, the Concessioner must promptly report it to the Service.

- (d) <u>Background Checks</u>. The Concessioner must ensure that comprehensive background checks are performed on all its 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. The Concessioner must not hire any employee that has any active warrants (current fugitive from justice).
- (e) Service Employees. Department of Interior (DOI) supplemental ethics regulation 5 C.F.R. § 3501.105(b) requires that DOI employees obtain written approval from an ethics counselor before engaging in outside employment with a prohibited source. DOI-wide, this approval is documented on form DI-7010. The Concessioner must not employ in any status a Service employee who has not obtained written approval through the DI-7010 process. Because Service employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest, it may not be feasible for Service employees with management and oversight responsibilities of concession operations (including concession specialists, superintendents, and Area management staff) to receive ethics clearance to continue to work on matters related to the Concessioner when their spouse or minor children work for the Concessioner. The Concessioner should retain a copy of any approved DI-7010 forms in their files.
- (5) Training. The Concessioner must provide and maintain records of appropriate training as set forth below and must provide those records to the Service upon request.
 - (a) Manuals. The Concessioner must develop written training materials for its employees.
 - (b) <u>Safety.</u> The Concessioner must train its employees annually in its Risk Management Program.
 - (c) <u>Environmental Training.</u> The Concessioner must train its employees annually in its Environment Management Plan.
 - (d) <u>Job Training</u>. The Concessioner must provide appropriate job training to each of its employees prior to providing or allowing employees duty assignments and to work with the public. Job training must include the following in addition to job-specific skills:
 - *Customer Service*. The Concessioner must provide customer service training for its employees who have direct contact with Area visitors.
 - Area Wayfinding Training. The Concessioner must train its employees who have direct contact with Area visitors to provide visitors with wayfinding information for Area resources.
 - (e) <u>Orientation</u>. The Concessioner must provide mandatory orientation training for its employees.
 - The Concessioner must inform its employees of Service regulations and requirements that affect their employment and activities while working within the Area.
 - The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation.
 - The Concessioner's employee orientation training program must be ongoing, allowing employees to become knowledgeable on many aspects of the Area, beyond orientation or specific job operations.

- The Concessioner may request Service staff to present certain topics of interest to its employees.
- (f) <u>Interpretive Training</u>. The Concessioner must provide interpretive skills training for all employees who provide interpretive information or services to Area visitors. The Concessioner must require such staff to attend this training.
- (g) <u>Employee Handbook</u>. The Concessioner must develop and provide all its employees with an employee handbook articulating the policies and regulations of the Concessioner and the Service, which the Concessioner must make available to the Service upon request.

I) Advertisements and Promotional Material

- (1) Approval. The Concessioner must submit any new or updated advertisements and promotional material, including websites, to the Service for review and approval, at least 15 days prior to publication, distribution, broadcast, etc. The Superintendent may require the Concessioner to remove any unapproved advertisements or promotional material. The Concessioner may submit these materials to the Service for review and approval via electronic mail.
 - (a) The Concessioner must not display or post commercial notices or advertisements on Concessioner vehicles or distribute the same within the Area without prior written Superintendent approval. Any such notice or advertisement must pertain to goods, services, or facilities available within the Area.
 - (b) The Concessioner must provide easy-to-find visitor transportation route maps online and highlight public transit connections with the Concessioner's service.
- (2) Use of National Park Service Authorized Concessioner Mark (Mark)
 - (a) The Service has an approved Mark it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official Service Arrowhead and the words "Authorized Concessioner."
 - (b) Authorized Users. The Concessioner is authorized to use the Mark at the start 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.
 - (c) Authorized Uses of the Mark. In accordance with the approval procedures below, 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 specifically providing required or authorized visitor services.
 - (d) 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.
 - (e) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample

- layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.
- (f) Artwork and Layout. The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the Service's Commercial Services website at www.nps.gov/commercialservices.
- (3) The Concessioner must have a website that, at a minimum, links to the Area's website.
- (4) The Concessioner must monitor its social media pages for offensive postings and inappropriate activities and, if found, remove these postings immediately upon discovery.
- (5) All advertisements and promotional materials are required 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.
- (6) Statements
 - (a) Authorization. Advertisements must include a statement that the National Park Service authorizes the Concessioner to serve the public in the Area.
 - (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.

J) Lost and Found

The Concessioner, at its own expense, must develop a written plan for handling lost and found items and submit it to the Service for review and approval within 90 days following the effective date of the Contract. The plan must conform to Director's Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 CFR § 101-48.

4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Interpretive Transportation Services

- (1) The Concessioner must provide year-round interpretive visitor transportation services at National Mall and Memorial Parks. These services are to include tours with, at minimum, eleven required hop-on-hop-off stops within the Area, as specified in the Contract. Additionally, interpretation of Area attractions along the tour route must be provided in a minimum of six (6) languages, including English. This interpretation may be delivered via pre-recorded audio or live interpretation. However, the quality and content of interpretation must be consistent with the English language interpretation.
- (2) The Concessioner must comply with the <u>Service's Guided Land Tour Standards (10-GLA)</u> when providing the required and authorized interpretive transportation services, with the following exceptions:
 - (a) Facility Standards #1 #41 (not applicable).
 - (b) Operational Standards #68 #72 (Camping Overnight Trips, Food and Beverage Day Trips), #76 (not applicable).
- (3) All tour routes are subject to approval by the Service. The Concessioner must submit to the Service for approval its initial proposed route(s) within thirty (30) days of the Contract effective date. The Concessioner must submit requests for route changes to the Service at least thirty (30) days prior to operating with the proposed route change. The Service will respond within fourteen (14) days of a request. All required routes must connect with public

transportation routes at the L'Enfant Plaza and Smithsonian Metro Station, at a minimum, which are two of the required stops.

(4) Other Tours

Subject to prior approval by the Superintendent, the Concessioner also may, but is not required to, provide other tours as authorized services under the Contract (interpretive transportation services stopping anywhere within the Area). For example, the Concessioner may propose to offer a tour route in addition to the required interpretive transportation services tour route that would include some of the required stops and additional in-Area stops, subject to Superintendent approval. The Service's tract and boundary data is created by the Service's Land Resources Division and is currently available on TractsNet here: https://nps.maps.arcgis.com/apps/webappviewer/index.html?id=43bc9db4736140e88e661 c67460936e6.

(5) The Concessioner must not allow visitors to embark or disembark between designated stops, except in the event of emergencies.

B) Customer Service Representatives

- (1) The Concessioner may provide up to five (5) customer service representatives with no more than one (1) representative located at each of the following stops, during operational hours:
 - (a) Lincoln Memorial (south side)
 - (b) Washington Monument
 - (c) Jefferson Memorial
 - (d) In the immediate proximity of the Smithsonian Metro Station located on the National Mall (Smithsonian)
 - (e) Pennsylvania Avenue in front of the Willard Hotel for the World War I Memorial Stop The stops referenced above are defined on the maps attached at the end of this Operating Plan. The Concessioner's customer service representatives must remain within the areas defined on the attached map for each stop. The Service may, with written notice to the Concessioner, at any time, modify the number of customer service representatives and the stops at which the representatives may be located.
- (2) The Concessioner's customer service representatives are authorized to respond to Area visitor questions and visitor requests for tickets. These customer service representatives are intended to provide visitors and passengers with directions and assistance, expedite the loading of passengers by selling visitor-requested tickets prior to bus arrival, and answer basic questions about the National Mall and Memorial Parks and its resources.
- (3) The Concessioner's customer service representatives are not authorized to actively solicit sales of tickets to visitors or to move to other locations not authorized by Superintendent or as defined on the attached maps.
- (4) All customer service representatives operating on park land must operate in a professional and courteous manner with Area visitors as well as with other tour operators in the Area. Shouting or soliciting for patronage in a manner that is disruptive to Area visitors is prohibited.
- (5) The Concessioner is not authorized to use or install any temporary structures or outdoor furniture for the customer service representatives.

- (6) The Service will meet annually with the Concessioner to review its customer service representatives' conduct and revise this section of the Operating Plan as necessary.
- (7) The Service at its discretion may require the removal from the Area of customer service representatives that the Services determines are operating in a disruptive or unprofessional manner.
- (8) If the Service requires the removal of one or more of the Concessioner's customer service representatives more than twice within a 12-month period due to misconduct, the Concessioner will be placed on a customer service representative suspension and no longer be authorized to provide customer service representatives at any locations in the Area for a period of six months beginning on the next calendar date after the latest infraction.
- (9) After conclusion of the 6-month customer service representative suspension, the Concessioner will be placed on an additional 1-year probationary period. During this probationary period, if any additional removals of the Concessioner's customer service representatives occur due to misconduct without a reasonable explanation as determined by the Service, the Concessioner will no longer be authorized to have customer service representatives within the Area for the remainder of the Contract without written approved reinstatement from the Superintendent.

C) Driver Requirements

- (1) The Concessioner must conduct drug and alcohol testing for its driver positions. The Federal Transit Administration's Drug and Alcohol Testing Policy will be used to define safety-sensitive employees used in the Concessioner's transit operations. Drug and alcohol testing for transit operations and other safety-sensitive employees must include, but not be limited to, pre-employment, random, post-accident, and reasonable suspicion. The Concessioner must terminate drivers and other holders of safety-sensitive positions in its operations under this Contract found to be working under the influence of alcohol or controlled substances from their positions immediately and may not rehire such persons for driver or safety-sensitive positions in its operations under this Contract for a period of five (5) years.
- (2) Drivers of passenger-carrying vehicles must possess a valid Commercial Driver's License (appropriate class as determined by the vehicle utilized) with a passenger endorsement. Each vehicle driver must have a current U.S. Department of Transportation (DOT) physical card in their possession when operating a vehicle under the Contract.
- (3) The Concessioner must review the current motor vehicle record of each applicant for the position of transit vehicle operator and must reject any applicant whose record contains a conviction for DUI, DWI, and/or Implied Consent within the last five (5) years.
- (4) Drivers must have Basic First Aid and CPR (cardiopulmonary resuscitation) certification and provide copies of certification to the Service upon request.

D) Vehicle Requirements

- (1) Sustainability Requirements.
 - (a) *Fuel.* For all fuel-powered vehicles, the Concessioner must use low-sulfur fuel that contains less than 500 parts per million of sulfur content.
- (2) Accessibility. The Concessioner must provide interpretative transportation services in accordance with the Americans with Disabilities Act. At least every other bus picking up

passengers at a stop must be accessible to passengers with disabilities. This minimum requirement includes the following:

- (a) Wheelchair lifts. The Concessioner must equip accessible buses with wheelchair lifts and have wheelchair tie downs.
- (b) Visitors with special access needs. The Concessioner must communicate to the Service any difficulties experienced by individuals with physical challenges relevant to transportation equipment.
- (3) Registration, Licensing, Maintenance. The Concessioner must ensure that all its vehicular equipment is properly registered, licensed, and maintained in accordance with all Applicable Laws.
- (4) Identification. The Concessioner must identify its vehicles with the company name and logo.
- (5) Vehicle Specifications.
 - (a) Minimum power capacity: Vehicles must be capable of traveling at least thirty (30) miles per hour fully loaded. Additionally, vehicles must have the capability of starting with a full passenger capacity on a ten percent upward gradient and maintaining a constant climb at a minimum of five (5) miles per hour.
 - Each vehicle must contain a sound amplification system.
 - All entrance doors must be equipped with a locking device to prevent the vehicle from moving when the doors are open.
 - All vehicles must meet emission standards for the District of Columbia.
 - Vehicles must be equipped with a fire extinguisher.
- (6) <u>Standby Equipment</u>. The Concessioner must have the capability to provide standby equipment as may be necessary to maintain the approved schedule of trips in the event of vehicle breakdown of the regular equipment or increased passenger demand.
- (7) <u>Emergency Facilities and Equipment</u>. The Concessioner must have the capability to provide emergency facilities and equipment as may be necessary to remove disabled equipment expeditiously from vehicular traffic routes.
- (8) Vehicle Maintenance.
 - (a) All vehicle maintenance is the responsibility of the Concessioner. The Concessioner must develop (unless already provided by the vehicle manufacturer) and implement a preventive maintenance program for all systems affecting the safe and reliable operation of its vehicles. The preventive program must, at a minimum, meet the manufacturer's preventive maintenance schedule.
 - (b) Daily Inspections. Each vehicle must be inspected daily, when in regular use, by the operator and by maintenance personnel as required by Federal Motor Carrier Safety Regulations. Daily inspection records of each inspection and corresponding maintenance repairs resulting from daily inspections must be retained for the entirety of the Contract, as amended and extended, if applicable.
 - The Concessioner must correct any safety defects found before the vehicle resumes transit service. Such inspections must include, but is not limited to: brakes, steering, tires, doors, interiors (loose seats, loose/broken stanchions, flooring), interior and exterior lights, safety equipment (fire extinguisher, flares or triangles, emergency

- exits), wheelchair lifts and associated devices, and dents, scrapes, and other body damage that may be considered a hazard to passengers or traffic.
- The Concessioner must provide for Service approval within thirty days of the
 Contract effective date a pre- and post-trip inspection form that will be completed
 daily by each driver. If the Concessioner updates the pre-and post-inspection forms,
 the Concessioner must submit the updated forms to the Service for approval prior
 to use. Completed daily pre- and-post trip inspection forms must be made available
 upon request by the Service.
- (c) Vehicle Approval. All vehicles used in the Concessioner's operations under the Contract require approval by the Service by the effective date of the Contract and as vehicles are replaced throughout the Contract. Any new or used vehicle type to be utilized in the Area under this Contract must be approved, in writing, by the Service before the Concessioner places an order of a new vehicle with the manufacturer or purchases a used vehicle.
- (d) Fleet Management Maintenance Record System
 - The Concessioner must maintain an up-to-date industry standard fleet management maintenance record system for all vehicles it uses in its operations under this Contract.
 - The system must track scheduled maintenance and all other maintenance repair items with the intention of providing the safest and most dependable service possible.
 - The system must keep track of the maintenance projects and schedule them for implementation on a timely basis. Minimum information must include:
 - 1. Make
 - 2. Model
 - 3. Year
 - 4. Serial number (vehicle identification number)
 - 5. Documentation or License number
 - 6. Preventive maintenance reports
 - 7. Component/part change-outs
 - The Concessioner must keep all reports generated by the maintenance record system (including, but not limited to, preventive maintenance inspection reports, daily inspection reports, and equipment breakdown logs) throughout the Contract and for five calendar years after the expiration or termination of the Contract in accordance with 36 C.F.R. § 51.98. The Concessioner must make these records available to the Service upon request.
- (e) Cleaning and Custodial Maintenance for Vehicles. Prior to departure every day, the Concessioner must clean its vehicles used in its operations under the Contract. This cleaning must include:
 - Sweeping, vacuuming, or scrubbing all floor areas, as appropriate, including the removal of gum, grease, oil, etc.
 - Dusting and cleaning the seats and interior as necessary.

- Washing and scrubbing of the full exterior; however, no detergents or any chemical harmful to the environment may be used.
- Cleaning of all windows, (if any) exterior and interior.

(f) Damage

- The Concessioner must repair damage to the vehicle interiors within seven days of
 occurrence. Particular attention must be given to seat supports. Any vehicle with
 seat supports or other interior equipment that cause a safety hazard (e.g., jagged
 edges) must be immediately removed from service and repaired.
- Seats. All seats that can no longer be kept clean, or have graffiti or stains that cannot be cleaned, or are damaged beyond repair, must be replaced.

(g) Safety Inspections & Quality Control

- The Concessioner must develop in writing, implement, and conduct a safety inspection and quality control program for all its vehicles, employees, and services.
- The Service may randomly inspect the Concessioner's vehicles at any time while
 operating within the Area and at reasonable times with advance notice and the
 permission of the Concessioner, which the Concessioner will not unreasonably
 withhold or delay, when stored outside of the Area.

E) Ticketing and Reservations

(1) General Reservation Requirements.

- (a) The Concessioner must comply with applicable accessibility standards and requirements including a Telephone Device for the Deaf (TDD) or a TDD operator service.
- (b) The Concessioner must provide the visitor services on a first-come; first-served basis.
- (c) The Concessioner must provide on-line ticket sales and reservations.
- (d) The Concessioner must require each passenger ages three (3) and up to purchase a ticket for all its tours.
- (e) At a minimum, the Concessioner must accept the following forms of payment for tickets: cash, major credit cards, and debit cards.
- (f) The Concessioner must provide receipts for all transactions at the time of the transaction.

(2) Group Reservations.

- (a) All group or "packaged service" reservation arrangements between the Concessioner and third parties (entities other than the passengers themselves) are subject to Service review and approval. Group or "packaged service" reservations must include a ticket sold for each passenger three (3) years of age or older.
- (b) The Concessioner may make agreements with local hotels and businesses to sell tickets for any required or authorized services the Concessioner offers in the Area. All ticket sales agreements are subject to Service review and approval, which will not be unreasonably withheld or delayed.

(3) Cancellation and Refund Policies.

(a) The Concessioner must submit to the Service its proposed cancellation and refund policy for review and approval within 30 days of the effective date of the Contract. The

- Concessioner must submit any proposed changes to its approved cancellation and refund policy to the Service for review and approval before implementation.
- (b) The Concessioner must provide a full refund to groups or individuals that cancel within 48 hours of a scheduled reservation date.
- (c) The Concessioner must inform all persons making reservations of its refund and cancellation policies and fees prior to finalizing the reservation.

(4) Tickets.

(a) Information on all tickets, whether printed or electronic, must include the Concessioner's name and contact information, including mailing address, e-mail address, and phone number.

F) Interpretation

(1) Resource Interpretation.

- (a) The Concessioner is responsible for all interpretation aboard its vehicles. Each vehicle must provide onboard interpretation for the duration of the trip. This interpretation may be live, via pre-recorded messages, written script, or by other means approved by the Service.
- (b) Although interpretation on the vehicles is the responsibility of the Concessioner, Service personnel may serve as interpreters, if requested and interpretive staff are available. The Concessioner must request the Service interpreter at least 14 days in advance of the scheduled tour.
- (c) The Concessioner must develop an appropriate and factually accurate interpretive message about the cultural and historic features in the Area. The Concessioner must submit its proposed interpretive messaging to the Service, for approval, within 30 days of the effective date of the Contract and as updated.
- (d) The Concessioner must submit to the Service for its review and approval its training program for its employees that will provide interpretive services to Area visitors. The training program must include time and dates for scheduled Concessioner staff training, covered topics, and the interpretive messaging.

(2) Multi-lingual Interpretation.

(a) The Concessioner must provide multi-lingual interpretation. At a minimum, the Concessioner must offer multi-lingual interpretation in six (6) languages including English, French, German, Spanish, Mandarin Chinese, and Japanese. The Service may review the Concessioner's multi-lingual interpretive messaging to ensure appropriateness and accuracy.

(3) Passenger Safety Instructions.

- (a) The Concessioner must provide patrons with safety instruction prior to the departure of a vehicle from the loading area. This instruction must include cautions including but not limited to:
 - Getting on and off the vehicle,
 - No standing while the vehicle is moving,
 - Keep all body parts/limbs inside the vehicle,

- Do not stand on the upper level of multi-level vehicles while the vehicle is in motion, and beware of low hanging trees,
- On the upper level of multi-level vehicles, small children must sit in the aisle seat, and beware of low hanging trees,
- No eating or smoking on the vehicle.

(4) Assisted Listening Devices.

(a) The Concessioner must make assisted listening devices available to patrons on every other vehicle picking up passengers at a stop and notify patrons that assisted listening devices are available upon request.

G) Special Events and Demonstrations

- (1) The Concessioner and the Service will make every effort to maintain the scheduled services and provide uninterrupted service to the maximum extent possible. Accordingly, the following procedures will be employed for all special events and demonstrations of which the Service is aware. Demonstrations that occur as the result of individuals or groups exercising First Amendment rights cannot always be coordinated to protect the tour routes within the Area.
 - (a) The Concessioner and the Service each will identify to one another one individual as its representative to maintain direct liaison with the other party.
 - (b) In the case of proposed special events, demonstrations, and other activities that may affect the Concessioner's schedules and operations, the Service will notify the Concessioner and may invite the Concessioner to attend planning meetings.
 - (c) The Service will provide traffic cones, barricades, and fencing restraints to facilitate crowd control and provide assistance needed to facilitate the Concessioner's vehicles' movement.
 - (d) The Concessioner must have its General Manager or a Concessioner-appointed representative available by phone at minimum during special events, demonstrations, and other such activities, to ensure safety in operations. Exceptions may be made due to security needs at the discretion of the Service.
 - (e) The Service may require parade units to assemble off the roadways, with floats and vehicles staged on 3rd, 4th, and 7th Streets, NW whenever possible, to minimize disruption to Concessioner routes.

H) Visitor Satisfaction and Monitoring

(1) The Concessioner must establish a Service-approved visitor satisfaction monitoring system. The Concessioner must submit its initial plan for this system within 30 days of the effective date of the Contract and as updated. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. Information on accessing the electronic survey must be available at appropriate locations, or the Concessioner must have an adequate supply of comment cards on its vehicles. All customer satisfaction feedback will be reviewed and tabulated by the Concessioner and a summary report submitted to the Service by the 15th day of the following month.

- (2) For all visitor complaints that the Concessioner receives through its established visitor satisfaction monitoring system or is forwarded by the Service:
 - (a) The Concessioner must provide an initial response to the visitor within 48 hours to, at minimum, acknowledge receipt.
 - (b) The Concessioner must investigate and initiate resolution to all visitor complaints regarding its services within 5 business days of receipt. A copy of the initial comment, Concessioner's response, and any other supporting documentation must be promptly provided to the Service, and the Service will forward any response it provides to the Concessioner.
 - (c) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
- (3) The Service will forward to the Concessioner any complaints received regarding the Concessioner's property or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses to such complaints, if any, to the Concessioner.
- (4) The Service is piloting a centralized, web-based visitor satisfaction program to solicit feedback from visitors who use concessioner facilities and services. The Concessioner must adopt the Service's program when it is available, including Service standard visitor satisfaction questions once the program is finalized.

I) Required Notices, Public Statements and Signs

(1) The following notices must be prominently posted on all Concessioner vehicles operated within the Area:

"This service is operated by XXX, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Rates for visitor services subject to approval by the National Park Service."

"This is a service operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in this area. Violations of this prohibition are punishable by fine, imprisonment, or both."

Please address comments to:

Superintendent
National Mall and Memorial Parks
1100 Ohio Drive, S.W.
Washington, D.C., 20024

- (2) <u>Public Statements</u>. All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area, must be referred to the Area Public Information Officer. This includes all media interviews. However, media interviews to report on concession operations may be done with a courtesy notification to the Area Public Information Officer.
- (3) Signage. The Concessioner must submit to the Area Superintendent for review and approval all Concessioner signage before it is posted, erected, attached, or used within the Area Billboard advertising is prohibited. This includes required approval at the start of the Contract as well as before new signage is introduced. All signage will be kept to a minimum, and must be neat and professional, easy to understand, appropriately posted, and well maintained. The Concessioner is responsible for the placement and maintenance of all signs which are directly associated with the Concessioners' operation. Any approved signage will be limited to required and authorized stops in the Area.

J) Sanitary Services

- (1) The Concessioner must provide for the cleanup and disposal of litter, trash, etc., collected on vehicles operated by the Concessioner. Trash must be removed as frequently as needed to keep the vehicles clean and well-maintained to Service standards.
- (2) The Concessioner must ensure recyclable material removed from vehicles is taken to appropriate recycling facilities.
- (3) The Concessioner must pick up any litter deposited by ticketed guests on the vehicle and in the vicinity of each scheduled stop.

K) Emergency Response Medical Services

- (1) Emergency Reporting Procedures. The Concessioner must train its employees in proper emergency reporting procedures including providing essential information, e.g., location of the incident, nature of the incident, any pertinent information about involved parties, and an on-site call-back number. The United States Park Police (USPP) is responsible for dispatching USPP and emergency personnel in the Area. Any injury sustained by a visitor or employee on a Concessioner-operated vehicle and all medical emergencies shall be immediately reported to the USPP and the Service. The USPP will investigate all visitor and employee accidents that require medical attention. The following USPP numbers must be made available to all employees and posted at appropriate locations.
 - (a) Emergencies: 911, and/or (202) 610-7500.
 - (b) Non-emergencies: (202) 610-7505
- (2) <u>Training</u>. The Concessioner is encouraged to allow all its non-driver employees to attend Basic First Aid and cardiopulmonary resuscitation (CPR) training.
 - (a) The Concessioner must train and equip personnel for evacuation of employees and visitors from all vehicles used to carry visitors in the Area.

5) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the following reports to the Service. The Service and its designated representatives must be allowed to inspect supporting documentation for all operational reports upon request:

(1) Management Listing. The General Manager must provide the Service a list identifying the Concessioner's key management and supervisory personnel by department, including their job titles, and office and emergency phone numbers, within 30 days of the Contract's effective date, and subsequently by March 15 each year or immediately when significant revisions are made.

(2) Incident Reports.

- (a) The Concessioner must immediately report to the Service any:
 - Fatalities or incidents which could result in a tort claim to the United States;
 - Property damage over \$500;
 - Employee or visitor injury requiring more than minor first aid treatment;
 - Fire, motor vehicle, or pedestrian collision;
 - Incident that affects the Area's natural or cultural resources;
 - Any known or suspected violation of law occurring within the Area.
- (b) A summary of all incidents occurring during the month must be included in a monthly report due by the 15th day for the previous month's operations.
- (3) Human Illness Reporting. The Concessioner must promptly report information on all human communicable illnesses, whether employees or guests, to the Area concession specialist. This information, along with other information received, must be inspected by the U. S. Public Health Service to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. The Concessioner must make initial reports to the Service by telephone.
- (4) <u>Hazardous or Non-hazardous Substance Spills</u>. The Concessioner must immediately report spills to the United States Park Police at (202) 610-7500 and the Area concession specialist at (202) 236-2336.
- (5) <u>Certificates of Insurance</u>. The Concessioner must provide, upon request from the Service, the initial insurance certificates and annual updated certificates thereafter.
- (6) <u>Survey and Visitor Response Data</u>. All surveys must be approved in advance by the Service. All customer satisfaction data collected by third parties that are provided to the Concessioner must be provided to the Service within 14 days of receipt.

B) Operational Reports by Use

The Concessioner must submit a monthly operational performance report to the Service by the 15th day for the previous month's usage. The report must include the following:

- (1) Number of adult tickets sold for each route, by sales channel (online website, online partner, local partner, etc.),
- (2) Number of child tickets sold for each route, by sales channel (online website, online partner, local partner, etc.),
- (3) Number of adult and child tickets sold as part of a group or package tour, by sales channel (online website, online partner, local partner, etc.)
- (4) Number of vehicles used on each route and number of seats per vehicle,
- (5) Overall percentage of credit/debit card transactions versus all other transactions, and

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(6) Number of adult and child tickets sold for each authorized service other tour, by sales channel (online website partner, local partner, etc.).

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required by the Contract, the Concessioner must also provide the Service the following financial reports.

- (1) Monthly Franchise Fee Remittance Report. The Concessioner must submit a Monthly Franchise Fee Remittance Report electronically, in the form prescribed by the Service, to the Superintendent no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The report must include:
 - (a) Gross revenue;
 - (b) Number of tickets sold from Required Services;
 - (c) Number of tickets sold from Authorized Services;
 - (d) Method for calculating franchise fee; and
 - (e) Franchise fees paid.
- (2) <u>Franchise Fee Payments</u>. The Concessioner must make payments due to the Service through electronic funds transfers such as wire transfer, Pay.Gov, or updated system dictated by the Service.

D) Summary of Initial and Recurring Due Dates

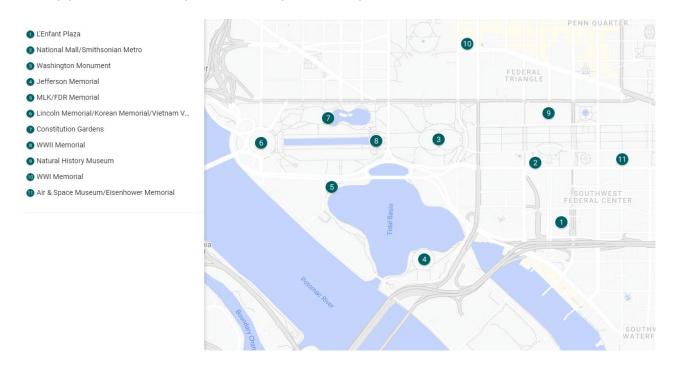
The following table provides a reference summary of due dates for reports, plan, programs, policies, etc. that the Concessioner is required to provide the Service by the Contract or this Operating Plan. In the event of any inconsistency between this table and the Contract or Operating Plan, the Contract and Operating Plan control.

Title	Schedule	Due Date	Reference				
Initial Requireme							
Balance Sheet	Initial	90 days after Contract execution or effective date, whichever is later	Contract, Sec. 7				
Lost and Found Plan	Initial	120 days after Contract effective date	Exhibit B - Op Plan, Sec. 3)J)				
Risk Management Program	Initial/ Annually	120 days after Contract effective date and by December 15 annually	Exhibit B - Op Plan, Sec. 3)D)4)(c)				
Environmental Management Program	Initial/ Annually	120 days after Contract effective date and by December 15 annually	Exhibit B - Op Plan, Sec. 3)D)4)(d)				
Visitor Satisfaction Monitoring System Plan	Initial and as updated	30 days after Contract effective date and as updated	Exhibit B – Op Plan, Sec. 4)H)(1)				
Management Listing	Initial and as updated	30 days after Contract effective date and by March 15 each year or immediately	Exhibit B - Op Plan, Sec. 5)A)(1)				
Pre-and Post- Trip Inspection Forms	Initial and as updated	30 days after Contract effective date, and completed forms upon request from the Service	Exhibit B - Op Plan, Sec. 4)D)(8)				
Interpretive Messaging	Initial and as updated	30 days after Contract effective date and as updated	Exhibit B - Op Plan, Sec. 4)F)(1)				
Annual							
Annual Financial Report	Annually	120 days after end of Concessioner's fiscal year	Contract, Sec. 7				
Monthly							
Franchise Fee Remittance Report	Monthly	15 th day of the following month	Exhibit B - Op Plan, Sec. 5)C)(1)				
Operational Performance Report	Monthly	15 th day of following month	Exhibit B - Op Plan, Sec. 5)B)				

Title	Schedule	Due Date	Reference
Rate Monitoring	Monthly	15 th day of following month	Exhibit B – Op Plan,
Data			Sec. 3)C)
Customer			Exhibit B - Op Plan,
Satisfaction	Monthly	15 th day of following month	Sec. 4)H)(1)
Feedback			
Monthly	Monthly	15 th day of following month	Exhibit B - Op Plan,
Incident Report	Monthly		Sec. 5)A)(2)
Upon			
Occurrence			
Incident	Upon	Immediately	Exhibit B - Op Plan,
Reporting	Occurrence		Sec. 5)A)(2)
Human Illness	Upon	Immediately	Exhibit B - Op Plan,
Reporting	Occurrence	Immediately	Sec. 5)A)(3)
Advertising /	nal	15 days prior to date of publication	Exhibit B – Op Plan
Promotional			Sec. 3)I)(1)
Material	Occurrence		
Survey	Upon	Within 14 days of receipt	Exhibit B - Op Plan,
Response Data	Occurrence	within 14 days of receipt	Sec. 5)A)(6)
Notice of	Upon	Immediately	Exhibit B - Op Plan,
Releases	Occurrence		Sec. 5)A)(4)
Upon Request			
Cortificate of	tificate of Upon request	Immediately	Contract, Sec. 6, and
			Exhibit B - Op Plan,
insurance			Sec. 5)A)(5)
Inventory of	Upon request	Immediately	Contract, Addendum
Waste Streams			1, Sec. 4
Employee	Upon request	Immediately	Exhibit B – Op Plan,
Handbook			Sec. 3)H)(5)

Required Interpretive Transportation Services Stops

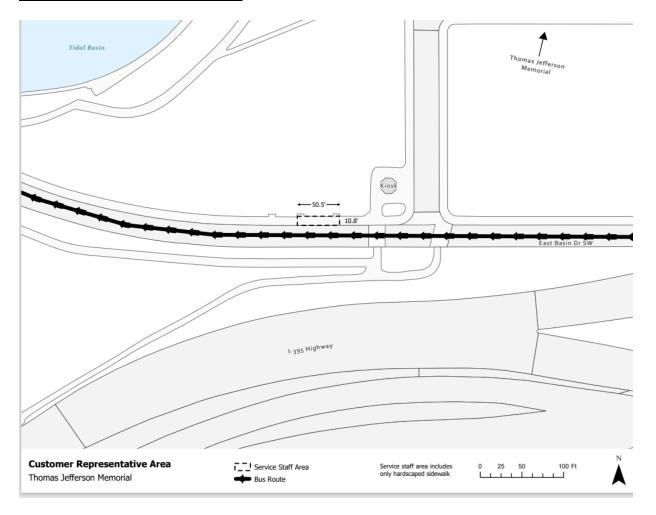
The map presented below represents the stops for the required services tours within the Area:



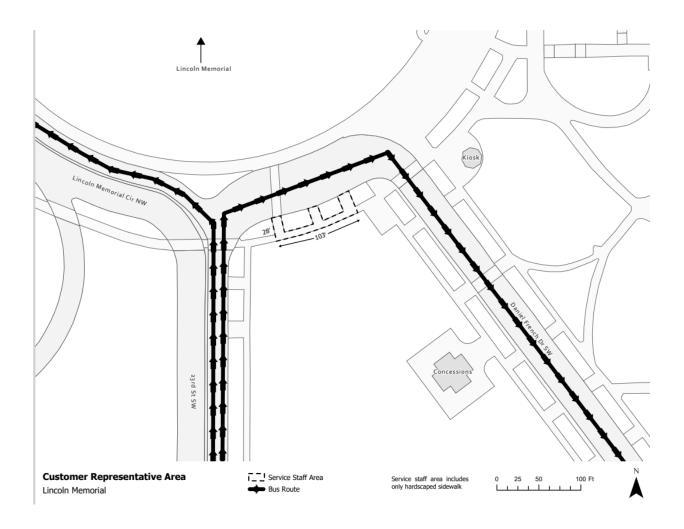
Customer Service Representatives

The following maps represent the areas where the Concessioner's customer service representatives (CSRs) are authorized to conduct activities under the Contract, as described in Exhibit B, Operating Plan (Section 4)B)).

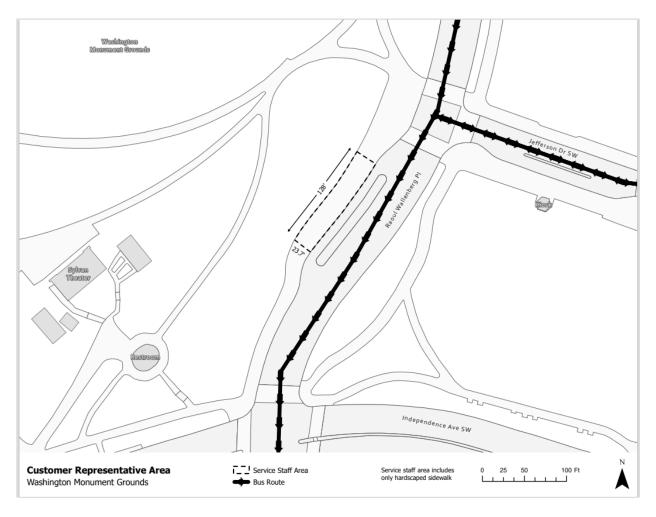
Thomas Jefferson Memorial CSR Area



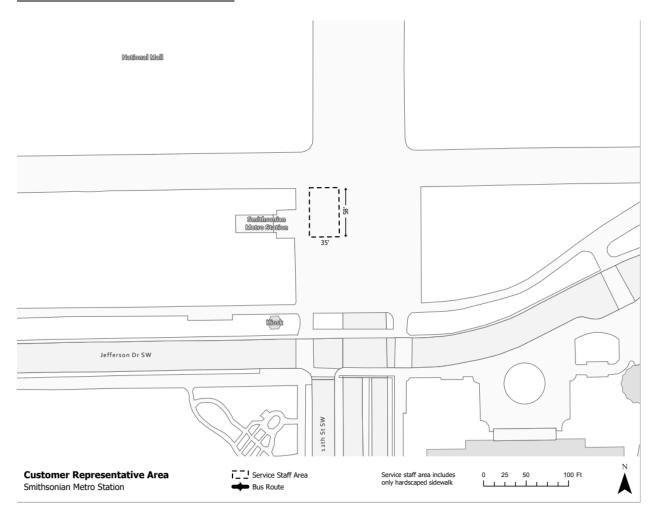
Lincoln Memorial CSR Area



Washington Monument CSR Area



Smithsonian Metro Station CSR Area



Pennsylvania Avenue (Northwest) CSR Area

