

EXHIBIT B
OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Cape Cod National Seashore (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.

2) 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) Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product’s manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.
- F) 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.
- G) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) 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 the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services and facilities.
- (3) Review and approval of rate setting methods for all commercial services.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time, per hour, per day will be left unreserved in advance of the day of play. This tee time may be filled after 8am on the day of play.. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day’s hours of operation. All other tee times will not be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a reserved starting time.
- (2) Visitors may purchase a season pass. Season passes are applicable to green fees only and do not include any other rights and privileges.
- (3) Minimum operating season and hours are as follows:

Highland Links Golf Course

Minimum Operating Season	Facility	Service	Minimum Operating Hours
Memorial Day through Labor Day	Golf Course	Golf rounds	6:00 am – 7:00 pm
Memorial Day through Labor Day	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and authorized vending	6:00 am – 7:00 pm
Memorial Day through Labor Day	Snack Bar	Limited food and beverage service and authorized alcoholic beverage sales	6:00 am – 7:00 pm

April 1 – Memorial Day; Labor Day October 31	Golf Course	Golf rounds	7:00 am – 5:00 pm
April 1 – Memorial Day; Labor Day October 31	Pro Shop	Golf merchandise sales and equipment rental, sundry items, and authorized vending	7:00 am – 5:00 pm
April 1 – Memorial Day; Labor Day October 31	Snack Bar	Limited food and beverage service and authorized alcoholic beverage sales	7:00 am – 5:00 pm

(4) Normal Operations.

- (a) The Concessioner must submit proposed opening and closing dates and hours of operation to the Service no later than February 1 for the next season, which must include at a minimum the opening/closing dates and hours as listed above.
- (b) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. No changes in dates, days of the week, or hours of operation may be initiated before the Concessioner receives the written approval required in the immediately preceding sentence. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.
- (c) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner will obtain the prior approval from the Service. The Concessioner also must notify the Park Superintendent or the Concessions Management Specialist of unscheduled closures, as soon as is possible.

(5) Special Events.

- (a) The Concessioner must submit a proposed list of events (e.g. tournaments and fundraisers) to the Service no later than February 1.
- (6) *Emergency Operations.* For "after hours" emergencies, (e.g., life threatening or safety issues) the Concessioner must prominently display instructions for the guest/visitor to immediately call 911. Non-emergency call instructions should also be provided and displayed in a prominent location.
- (7) *Annual Meetings.* The Concessioner must meet with the Service annually, within 30 days of October 31, to review the previous year's operation, review the Operating and Maintenance Plans, and discuss planned operations for the upcoming season. During these meetings, the Service will present any planned NPS projects which may potentially affect concession operations during the upcoming season.

B) 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 facilities and level of services provided by the private sector. The Service will judge reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change. The Service will consider alternative rate setting methodology to reflect substantial changes in service quality and expenditure. Each of the specified methodologies, outlined in this Operating Plan, has the same meaning as that set out in in the Concession Management Rate Administration Guide (February 28, 2017) ("Rate Administration Guide"), as it may be amended, supplemented, or superseded throughout the term of this Contract. The current Rate Administration Guide is located on the external link included in the Introduction section.

(2) *Rate Methods.* The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The approved rate methods for the following services are:

Service Type	Approved Rate Method	Details
Golf Course Rates & Fees	Competitive Market Declaration (CMD)	The Concessioner sets rates based on market forces.
Golf Lessons	CMD	The Concessioner sets rates based on market forces.
Rental: Motorized and Non-Motorized Carts	CMD	The Concessioner sets rates based on market forces.
Rental: Golf Equipment	CMD	The Concessioner sets rates based on market forces.
Fast Casual Food & Beverage Sales	CMD	The Concessioner sets rates based on market forces.
Retail: Golfing Merchandise & Equipment Sales	MSRP, CMD	Merchandise with MSRPs must be priced using MSRP, all other merchandise priced using CMD.
Retail: Alcoholic Beverages	MSRP, Markup	Beverages with MSRPs must be priced using MSRP, all other items priced using the Service's annual markup percentages.
Retail: Vending & Sundry Items	MSRP, Markup	Vending and sundry items with MSRPs must be priced using MSRP, all other items priced using the Service's annual markup percentages.
Special Events	CMD	The Concessioner sets rates based on market forces.

(3) *Changes to Methods.*

- (a) Changes initiated by the Service. 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.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval method, but must submit a request to change rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include the following information:
- An analysis of market forces criteria, including:
 - A list of competitors who provide reasonable substitutes of the Concessioner's service.
 - A review of the similarity of competitor services
 - Identification of travel time/distance to competitors/the competitive market
 - Availability of booking information to visitors
 - An assessment of how critical the service or product is to visitors
 - A summary of the Concessioners pricing strategy regarding its position relative to its competitive market
 - [For requests to use CMD] The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.

- [For requests to use CMD] The Concessioner's proposed financial offsets.
- (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 types approved under the CMD method.
- (a) *Rate Adjustment.* The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
- (b) *Service Rate Monitoring.* The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 11)A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (c) *Concessioner Rate Monitoring Plan.* Within 60 days after the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
- Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification (e.g. golf rounds, equipment rentals, food & beverage, etc.).
- (d) Rate Monitoring Information. The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned with its operational performance report.
- (5) *New Rate Methods.* The Service continues to investigate ways to reduce the rate approval burden while meeting legal requirements and achieving the goals of the program. The Service and the Concessioner may choose to pilot such methods after consultation with the NPS Commercial Services Program.
- (6) *Reduced Rates and Discounts*
- (a) The Concessioner must discount the price of an item or service if the Concessioner offers the item at less than the optimum condition because of diminished quality, poor service, or other conditions. This should not be construed to condone shortages, poor service, or running out of items on a regular basis and should be used only in unavoidable situations.
- (b) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors". In implementing such a discount, the Concessioner must publicize the availability of the discount, clearly identifying the items or services that are subject to the discount, the group(s) whose members are eligible to receive the discount, and the identification that group members will be required to show to receive the discount.
- (c) The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

(7) *Rate Compliance, Groups and Special Events*

- (a) The Concessioner must prominently post all rates for goods and services available to visitors.
- (b) Group, Tour, and Special Events Bookings. The Concessioner may conduct business with groups and tours and book special events provided it does not conflict with demand from visitors who travel independently.
- (c) Special Events. In accordance with all applicable laws and Service policy, the Service will review and approve proposed special events and may require the Concessioner to complete a Special Use Permit application. The Concessioner must submit requests for special events at least 30 days in advance of their intended date.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible. More detail is found in Sec. 4(B) of Exhibit H (Maintenance Plan) of the Draft Contract.

D) Evaluations

(1) *General*

- (a) The Concessioner must provide the services and facilities required by this Contract in conformance to evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines, and within acceptable hospitality industry practices. The Concessioner must separately inspect and monitor Concession Facilities and to ensure conformance with the Service and Hospitality Industry Standards and Practices.
 - (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
 - (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by April 1 for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating, and an Operational Performance Report and rating.
- (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Environmental Management Program, Public Health Rating, and Periodic Operational Evaluations.
 - Risk Management Program Evaluation
 - ◆ The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - ◆ The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.

- Environmental Management Program Evaluation
 - ◆ The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.
 - ◆ The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
- Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.
- Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.

(2) Credit Cards. The Concessioner must honor at a minimum MasterCard and Visa.

(3) Public Restrooms. The Concessioner must keep all public restrooms clean, well-stocked and available to the public during staffed operating hours.

(4) Lost and Found.

- (a) Each found item shall be tagged, listing the item found, location found, date and time found, and who found it. If an item is not claimed within seven (7) days, it shall be turned over to the Service or mailed or transmitted to the Park in accordance with the Park's Lost and Found Policy.
- (b) The lost and found program must conform to Service guidelines found in D.O. 44 Sec 10.34, or 36 C.F.R. 2.22. The Service will provide the most recent version and any updates.

(5) Vehicles

(a) Licensing, Insurance, Maintenance, and Registration

- The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- The only maintenance activity allowed within the Area is fueling vehicles in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes, and painting must take place outside the Area.

(b) Identification. Concessioner must identify all Concessioner-owned vehicles with the Concessioner name and logo.

(c) Parking. The Concessioner must ensure that its employees park Concessioner-owned vehicles and their personal vehicles in the areas designated for such purposes at all times.

(6) Integrated Pest Management.

- (a) See Exhibit E: Maintenance Plan, Page E-B6, Section E.

(7) Interactions with Wildlife

- (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.
 - (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.
 - (c) The Concessioner may not sell merchandise such as bird or other small animal feeders, plant material, or plant seed of any kind within the Area.
 - (d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie, and store all solid waste from its operations in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, bear-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). Recycling containers must be waterproof, vermin-proof, and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers.
 - (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.
- (8) *Visitor Comments.* The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards at check-out stations/point of sales registers.
- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 5 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
 - (b) The Concessioner must immediately provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 5 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.
 - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

F) Human Resource Management

- (1) *Employee Identification and Appearance.* The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded). The Service will approve initial uniform standards and any changes.
- (2) *Firearms:* Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough

explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.

(3) *Employee Hiring Procedures*

(a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, benefits (if offered), overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must comply with Executive Order 14026, including but not limited to its minimum wage requirements.

(b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should illegal drug use occur, the Concessioner must promptly report the use and subsequent actions taken to the Chief Ranger's Office or an NPS Law Enforcement Investigator.

The Concessioner must develop a drug and alcohol testing program for all employees that includes, as appropriate, random testing. The Concessioner must make proof of testing available to the Service upon request.

(c) Background Checks. The Concessioner must ensure that adequate background checks are performed on all employee hires as appropriate for the position. Background checks must include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner may not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.

(d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.

(e) Service Employees. The Concessioner may not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner may not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.

(f) Volunteers in the Park (VIP). The Concessioner will allow its employees to participate in the Park's VIP program when not on duty for the Concessioner.

(g) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training will include the following in addition to job-specific skills:

- Service Concession Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concession Management Guidelines.
- Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact and develop a quality control program to ensure that employees provide high levels of service to guests. Results of the quality control program should be provided to the Service.
- Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive, resource management, and safety information.
- Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to

- comply with Applicable Laws, including without limitation the current edition of the Food Code as published by the U.S. Food and Drug Administration.
- Safety Training. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (4) *Orientation.* The Concessioner must provide mandatory orientation and training for its employees.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Cape Cod National Seashore.
 - (b) The Concessioner must orient its employees to the resources of the area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
 - (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
 - (d) The Concessioner may request Service staff present certain topics of interest.
- (5) *Employee Handbook.* The Concessioner must provide all employees with a copy of the Concessioner's official employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of its official employee handbook to the Concessions Management Office for a 30-day period of review prior to distribution to employees to assure consistency with all Area rules and regulations. When the official employee handbook is updated, the Service must review changes prior to distributing the updated handbook to Concessioner's employees.
- (6) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 26 U.S.C. §§151-169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assessing a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.
- (7) *Employee Responsibilities.* The Concessioner must require that their employees adhere to all Applicable Laws at all times.

G) Interpretive Services

- (1) *Personal Interpretive Services*
- (a) *Employee Knowledge.* Employees must demonstrate their knowledge of the Service, its mission and values and the cultural and natural resources in the Area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.
 - (b) *Service Involvement.* The Service staff may advise and assist the Concessioner in the development of interpretive materials.
- (2) *Non-Personal Interpretive Services*
- (a) The Concessioner will explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.
 - (b) *Area Information.* The Concessioner must make Area informational handouts available at each operation. The Concessioner must provide a container or box to collect concessions or Park related documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Interpretation and Education Division.

5) ENVIRONMENTAL MANAGEMENT**A) Environmental Evaluations**

- (1) *Area Environmental Management Evaluations.* The Service will conduct environmental management evaluations as outlined in Section 4 (E) (1) (b).
- (2) *Service Environmental Audits.* The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

6) 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 (OSHA) and Director's Order #50B¹, Occupational Safety and Health Program and NPS-48, Chapter 34. The Concessioner must submit its initial plan to the Service within 120 days of the effective date of the Contract and annually thereafter by December 31 of each year. 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 include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's

¹https://www.nps.gov/subjects/policy/upload/DO_50B_9-3-2008.pdf

Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide the Service with a copy of the Emergency Action Plan and Emergency Response Plan prior the effective date of the contract and an updated version within 30 days. This will be reviewed and updated on an annual basis.

(1) *Hurricane Preparedness*

The Concessioner must prepare a plan for preparing for and responding to hurricane events. The Concessioner must provide the Service with a Hurricane Preparedness Plan prior the effective date of the contract and provide an updated version of the plan within 30 days. The plan will be reviewed and updated on an annual basis.

7) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent suppliers to provide utility services, including electricity, phone, internet, propane, solid waste and recyclables removal. The Concessioner must provide prompt payment for these services.
- (3) The Concessioner must contract with independent suppliers to service and inspect the septic system as needed. The Concessioner must provide prompt payment for these services.

B) Service

- (1) The Service will provide water services to the Concession Facilities.
- (2) 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, or comparability, whichever is greater.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing 60 days before new rates for the upcoming year become effective.
- (4) The Concessioner will comply with NPS Director's Order 35B: Cost Recovery for National Park Service Provided Utilities.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service.* The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.
- (2) *Concessioner Personnel.*
 - (a) The Concessioner must secure all buildings, equipment, and facilities under its control.
 - (b) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

- (1) Fire prevention and protection must be primary considerations at all Concession Facilities. The Service does not provide structural fire response. Local communities generally provide structural fire response. The Concessioner must coordinate with local communities and ensure that an agreement is in place for structural fire response at Concession Facilities. The Concessioner must ensure that it meets all requirements to qualify for local community fire protection.
- (2) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
- (3) The Concessioner must ensure that all Concession Facilities meet and comply with Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but

- without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58).
- (4) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

C) Emergency Medical Care

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities and any areas assigned under the Contract as shown in Exhibit C.
- (2) The Concessioner must provide adequate training and certification to its staff to respond to basic emergency medical needs, including at a minimum basic First Aid, Cardiopulmonary Resuscitation (CPR), and use of an Automated External Defibrillator (AED). All reasonable efforts must be made to see that at least one Concessioner employee certified in basic first aid and CPR/AED techniques is on site in the Concession Facilities during all scheduled operation hours and events. All Concessioner 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.
- (3) The Concessioner must provide at least one Automated External Defibrillator at the Pro Shop.
- (4) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. At least one Concessioner employee, who is certified in basic First Aid, must be available during operating hours to render assistance if needed and to call Park emergency personnel.

9) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to:

Superintendent
Cape Cod National Seashore
Park Headquarters
99 Marconi Site Road
Wellfleet, Massachusetts 02667

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

B) Public Statements

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

C) Advertisements and Promotional Material

(1) *Promotional Material*

- (a) Approval. The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website

information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review.

- (b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
- (c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website.
- (e) The Concessioner must distribute the Area newspaper and brochure to visitors.

(2) *Statements*

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Cape Cod National Seashore
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

10) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, safe and healthy, environmentally sensitive, and high-quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines and the Commercial Services Guide (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner must monitor its operations to ensure that quality standards are met.

B) Golf Course Operation – Highland Links Golf Course

- (1) The golf course will be available for play from daylight until dark or in accordance with hours agreed upon by the Superintendent. One tee time, per hour, per day will be left unreserved in advance of the day of play. This tee time may be filled after 8am on the day of play. Any such tee times made unavailable due to any type of tournament activity will be redistributed throughout the day's hours of operation. All other tee times will not be booked more than seven (7) days in advance and will be handled on a first-come, first-served basis for users arriving without a starting time.
- (2) Visitors may purchase a season pass. Seasonal passes are applicable to green fees only and do not include other rights and privileges.
- (3) Approval of the Superintendent is required prior to the scheduling of any tournaments.
- (4) Carts and golf clubs will be available to rent. The Concessioner shall maintain an adequate supply of quality rental equipment to meet visitor needs. Rental equipment must be maintained in safe and complete working order, according to applicable State, Federal, and local laws.

C) Golf Merchandise, Sundries, and Equipment Rental – Pro Shop

- (1) The Pro Shop will offer for sale golf merchandise and sundries and will provide motorized and non-motorized golf cart and equipment rental. The Service has the right to review and approve all merchandise offered for sale and may require the Concessioner to remove items determined to be inappropriate or unacceptable for sale.

- (2) The Concessioner shall carry a selection of clothing and golf sporting goods to meet the needs of visitors. The intent of this visitor service is to provide a narrow selection of items which nonetheless represents a range of price and quality levels. All items displayed and display fixtures shall be kept in good condition.
- (3) The Concessioner must develop a merchandise plan within 120 days of the effective date of Contract execution. The Plan will clearly describe the categories and types of products approved for sale. The merchandise plan will be reviewed and approved by the Service. The Service has the right to review and approve all products offered for sale.
- (4) Prohibited Items. The Concessioner must not sell or display:
 - (a) Tobacco products or related items in vending machines.
 - (b) Articles that are pornographic, obscene, vulgar or items that reflect a lack of concern for the environment or a culture.
 - (c) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
 - (d) Live plant materials.
 - (e) Fossils or other earth products (such as petrified wood) whose origin is from public lands.
 - (f) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - (g) Merchandise that has exceeded the producer's specific "Do not sell after" date.
 - (h) Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
 - (i) Firearms, toy firearms, slingshots, paintball guns, etc.
- (5) Facility and Merchandise Appearance
 - (a) The Concessioner must not impede the views from outside of the Assigned Concession Facilities looking into interior spaces with signs in windows or other obstructions.
 - (b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
 - (c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
 - (d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and are monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
 - (e) The Concessioner may offer for sale only undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
 - (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.

D) Limited Food and Beverage – Snack Bar

- (1) The Pro Shop will provide food and beverage services including snack bar services with prepackaged sandwiches, confections, and soft drinks. The menu will serve items at a range of price points. The Service has the right to review and approve all food and beverage products offered for sale.
- (2) *Staffing.* The Concessioner must ensure that the Golf Course and Pro Shop are adequately staffed during all operating hours specified in this Operating Plan.
- (3) *Product Availability.* The Concessioner must ensure the availability of all items listed on menus and menu boards, in adequate supply, during the entire serving period.
- (4) *Food Safety Certification.* All food service employees must have a current food safety certification as required by state, county, or local health department.

- (5) *Public Health.* All food storage, handling, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (6) *Reduction of Food Waste and Recycling of Beverage Containers.* The Concessioner must use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers and provide appropriate recycling containers in the food service area. If disposable table settings are needed, the Concessioner should use biodegradable disposable products (e.g. cups, plates, and cutlery).
- (7) *Menu.* The menu will maintain a price range and variety of food services to accommodate a wide range of Area visitors.
- (8) *Healthy Food.* The Concessioner must provide healthy food options for adults and children's menus including vegetarian, foods with less additives, and foods that are reduced in fat and reduced in calories. The menus and menu boards will provide nutritional information regarding these healthy choices to the extent possible, appropriate, and feasible.
- (9) *Sustainable Food/Local and Regional Product.* To the extent possible, appropriate, and feasible, the concessioner is encouraged to purchase regionally grown and environmentally preferable foods, such as but not limited to shade grown coffee, organically produced fruits and vegetables, and local or regionally raised meat. When the Concessioner cannot identify local sources, it may use regional sources when possible. For this Operating Plan, the Service defines "local" as the state of Massachusetts and "regional" as New England, including the states of Maine, Vermont, New Hampshire, Connecticut and Rhode Island.
- (10) *Food Quality.* To the extent possible, the Concessioner must use fresh ingredients, especially for produce. The food served must be of the highest quality possible. The Concessioner must avoid artificial flavorings, as much as possible. The Concessioner must not use dairy products or eggs produced using hormone enhancement (e.g., rBGH or rBST). The Concessioner must avoid, to the extent possible, other ingredients produced using hormone enhancement as well.

E) Alcoholic Beverage Sales (Authorized)

- (1) *Alcohol Sales.* Any sale by the Concessioner of alcohol, containing more than 1 percent of alcohol by weight, must conform to all state and county laws and regulations. Alcoholic beverage service will be available to the public only at a designated lounge. No promotional activities shall center on alcoholic beverages (i.e., happy hours, two-for-one sales, etc.).

F) Vending – Pro Shop (Authorized)

- (1) *Vending Sources.* Vending machines must be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Concessioner must receive Service approval for the type and location of all vending machines.
- (2) *Standards.* The machines must be clean, properly stocked, and in good working condition.
 - (a) Signage on the machine either may relate to Area themes or must be generic in nature.
 - (b) The Concessioner must post the beverage container deposit/recycling information on the machine.
 - (c) Brand information must only be visible when at the machine.
 - (d) The Concessioner must adequately illuminate the machine but must not contribute to light pollution at night. The machine should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - (e) The Concessioner must provide recycling and trash containers at these locations as approved by the Service.

G) Golf Lessons (Authorized)

- (1) The Concessioner may offer golf lessons at the Highland Links Golf Course.
- (2) If the Concessioner chooses to offer golf lessons, it must submit a plan including rates and hours of operation for Service approval before operating.

H) Special Events (Authorized)

- (1) The Concessioner may hold special events as approved by the Park.
- (2) Events must be contained within the assigned area.

11) REPORTING REQUIREMENTS

A) Operational Reports

The Concessioner must provide the Service all supporting documentation for all operational reports upon request.

- (1) *Management Listing.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by April 30 of each year and upon any significant revisions.
- (2) *Incident Reports.* For the incidents listed below, the Concessioner must immediately use "911" reporting procedures.
 - (a) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
 - (c) All suspected or known regulatory or criminal violations as soon as possible.
 - (d) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate any Applicable Law as soon as possible.
- (3) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether among employees or guests, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state.
- (5) *Operational Performance Reports*

The Concessioner must maintain a management information system documenting visitor use patterns. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month, and an annual summary report before February 1 of the following year. The Concessioner must present the data electronically in a concise Excel spreadsheet format (.xls or .xlsx format). The report will include operational statistics and financial information for each activity as follows.

 - (a) 9-hole Highland Links Golf Course
 - Golf rounds available, Golf rounds played (18-hole equivalent)
 - Market segmentation (e.g. individual, junior, senior, members)
 - Revenue per round (18-hole equivalent, year-on-year comparison)
 - Total rounds played, year-on-year comparison
 - Total new golfers, year-on-year comparison
 - Turnaway demand for days during that month and reasons
- (6) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service within 14 days of receipt.

B) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Title	Schedule	Due Date	Reference
Environmental Management Program	Initial	Not later than 60 days before the effective date of the Contract	Draft Contract, Sec. 6 (b),(1)
Balance Sheet	Initial	Within 90 days of the execution of this Contract or its effective date, whichever is later	Draft Contract, Sec. 13 (c)
Risk Management Plan	Initial/Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 A)
Emergency Response Plan	Initial/Annually	Initial: Not later than 120 days before the effective date of the Contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B)
Hurricane Preparedness Plan	Initial/Annually	Initial: Prior to the effective date of the contract; Annually: Updates are due not later than December 31 of each year	Operating Plan, Sec. 6 B) (3)
Merchandise Plan	Initial	Not later than 120 days after execution of the Contract	Operating Plan, Sec. 10 C),(3)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 13 (b),(1)
Schedule of Operations	Annually	Not later than February 1	Operating Plan, Sec. 4 (a)
Annual Meeting	Annually	Within 30 days of October 31	Operating Plan, Sec. 4 A),(4)
Annual Overall Rating	Annually	Not later than April 1	Operating Plan, Sec. 4 D),(2)
Employee Handbook	Initial/Updates	Not later than 60 days before the effective date of the Contract Updates: as needed	Operating Plan, Sec. 4 F) (6)
Management Listing	Annually	Not later than April 30 and when significant changes occur	Operating Plan, Sec. 11 A) (1)
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 14 (a)
Inventory of Hazardous Substances	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Franchise Fee	Monthly	Not later than the 15 th day after the last day of each month of operation	Draft Contract, Sec. 10 (a)
Visitor Comments	Monthly	Not later than 15 days after the end of each month	Operating Plan, Sec. 4 E),(8),(d)
Promotional Material	As Necessary	Not later than 30 days prior to projected need	Operating Plan, Sec. 9 C),(1),(b)
Survey/Visitor Response Data	As Provided	14 days of receipt	Operating Plan, Sec. 11 A),(5)

- **Note:** Per the Contract, 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.

Effective _____, 20__

