

**Exhibit A
Operating Plan**

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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 Padre Island 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.

The Superintendent in consultation with the Concessioner will review and revise this plan 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.

The Service provides guidance materials and standards for Concessioners on the National Park Service Commercial Services website at <https://www.nps.gov/subjects/concessions/index.htm> particularly the page titled, *Concessioner Tools*¹.

1) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities, required services, and, if applicable, authorized services within the Area;
 - (b) Employs 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 on-site general manager.
- (3) The Concessioner must provide a current, accurate contact information list to the NPS with all appropriate points of contact, including the general manager, by March 1 each year throughout the term of the Contract.

B) Padre Island National Seashore

- (1) The Superintendent of the Area is responsible for all Service 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 the Administrative Officer, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
 - (a) Evaluation of Concessioner services
 - (b) Review and approval of the following:
 - Rates charged for all commercial services;
 - Changes to services, advertisements, and other items outlined in the operating and maintenance plans; and
 - All reporting requirements.
 - (c) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

¹ www.nps.gov/subjects/concessions/cti.htm

- (2) Rangers in the Area will provide direct lines of communication to the Concessioner on matters related to current conditions, law enforcement, search and rescue, emergency medical services, and resource protection in their respective park areas.

2) General Operating Standards and Requirements

A) **Scope and Quality of Service**

- (1) The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as defined by the Service.

B) **Schedule of Operation**

- (1) The Concessioner must, at a minimum, provide the required services for Area visitors on a seasonal basis, from February 1st to the first Sunday in December. Hours of operation are generally from 11am to 6pm daily during the peak season, March 15 through the first Sunday in December. The Concessioner may close operations during inclement weather. If hours must temporarily change for any reason, the Concessioner must post a sign as soon as possible in advance informing visitors of the change.
- (2) The Concessioner must annually submit a written schedule of proposed dates and hours of operation for the Superintendent's approval by January 1. Weather and visitation may cause specific dates of operations to fluctuate. These changes, however, will be agreed upon and approved by the Superintendent prior to implementation.
- (3) The Concessioner's schedule of operations must remain in effect until the Service approves a change in writing.
- (4) The Service will provide the Concessioner reasonable notice of any schedule changes the Service may initiate.
- (5) The Concessioner must post hours of operation on the parking lot side of the building or near the main entrance or service window. The sign must be professionally produced and clearly visible.

C) **Rate Determination and Approval Process**

- (1) *Rate Determination.*
 - (a) All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Market Declaration (CMD) has the meaning set out in the Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
 - (b) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.
- (2) *Rate Methods.* The current rate approval methods used by the Service to administer Concessioner rates are as follows.
 - (a) Windsurfing Instruction. The Concessioner is responsible for setting rates for Windsurfing Instruction, including clinics and camps, with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.

- (b) Equipment Rental. The Concessioner is responsible for setting rates for equipment rental with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (c) Retail. The Concessioner must determine its merchandise prices, including windsurfing equipment, packaged foods, and non-alcoholic beverages, in accordance with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method. If the item is marked with a manufacturer's suggested retail price, the Concessioner must sell the merchandise at that price or less.
- (3) *Monitoring of the Competitive Market*. The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) *Management of Rates under the CMD Method*. The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
- (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) 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 using data on average rates charged for activities and available data on the competitive market.
- (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
- Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., OSV Tours, guided winter season recreational tours, etc.
 - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
 - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
 - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
 - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
- (d) Rate Monitoring Information. The Concessioner must submit to the Service annually **by January 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) *Service Timelines for Responding to Concessioner Requests*. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.

(6) *Rate Compliance.*

- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
- (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (c) Discounted Rates. 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 and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
- (d) Reduced Rates for Federal Government Employees. Goods and services may not be provided to government employees or their families without charge or at reduced rates, unless such rates or discounts are available to the general public.

D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards², authorized rates, life and fire safety, public health, accessibility³, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner’s services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner’s performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner’s rating. The Service reserves the right to enter the Concessioner’s facilities at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards.
 - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual Environmental Management Program Evaluation (see paragraph (3)(d) below).
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service’s evaluation of the Concessioner’s contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include one score and rating for the entire operating year:
 - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the

² www.nps.gov/subjects/concessions/standards-and-evaluations.htm

³ Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA)

annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance.

- (b) Operational Performance Report. The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
 - (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations. The Service may conduct safety inspections at its discretion, including announced and unannounced on-site reviews of reports, plans, facilities, equipment, and inspection records.
 - (d) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS risk management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP, as applicable. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) *Visitor Comments*. The Service will review visitor comments and complaints on Concessioner services and associated responses. The Service may incorporate these into the Annual Overall Rating.

E) Visitor Satisfaction Monitoring Program

- (1) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e. Comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, Service provided customer satisfaction questions, as available. The Concessioner must have an adequate supply of comment cards, or information on accessing the electronic surveys must be made available at appropriate locations.
- (2) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
- (3) 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 protection of Area resources.
- (4) The Service will forward to the Concessioner any comments or complaints received regarding Concession services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (5) *Visitor Satisfaction Annual Summary*. The Concessioner must forward to the Service **by December 1** a summary of all comments and complaints received on comment cards, letter, email, or other internet-based or electronic system.

F) Human Resources Management

- (1) *Employee Behavior and Appearance*.
 - (a) Employees must project a hospitable, positive, friendly, and helpful attitude toward clients, other visitors, other Concessioner's employees, and Service employees, and must be capable and willing to answer questions from visitors and provide visitor assistance.

- (b) The Concessioner must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance. Clothing must be clean and appropriate for the activity.
- (2) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure high-quality visitor services at all times.
- (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment and provide its employees a statement of its policies regarding drug and alcohol abuse. The Concessioner must promptly report known drug use to the Chief Ranger's Office or an NPS Law Enforcement Ranger.
- (c) Background Checks. The Concessioner must ensure that background checks are performed on all employee hires as appropriate for the position. The Concessioner must 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) Service Employees. The Concessioner must not employ, in any status, a Service employee, the spouse, or dependents of the superintendent, superintendent's office direct staff, environmental manager, public health specialist, or the Commercial Services Office staff. The Concessioner may not employ in any status a spouse or dependent of other Service employees without the Superintendent's prior written approval.
- (e) Service Notification. The Concessioner must promptly respond to law enforcement officer requests for the purposes of criminal investigation employee information such as: full name, telephone number, current position, supervisor's name and contact information.
- (3) *Training*. The Concessioner must provide appropriate formal and ongoing job training to each employee to ensure each has the knowledge and skills needed to perform the duties he or she will be assigned. The Concessioner must provide refresher training as applicable or required.
- (a) Job Training and Orientation. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public, including orientation for all new employees, and informing employees of Area regulations and requirements that affect their employment, safety, and activities while working in the Area.
- (b) Environmental and Safety Training. The Concessioner must provide environmental and safety training to all employees according to requirements in its Risk and Environmental Management Programs.
- (c) Interpretive Training. At least one Concession employee, at a minimum, will attend the Service-sponsored annual interpretive training. The curriculum may include additional topics relevant to the Area such as resource management, safety, emergency procedures, etc.
- (d) Service-Sponsored Training. Concessioner employees may attend Service-sponsored training sessions, including safety (Operational Leadership), first-aid, cardiopulmonary resuscitation (CPR), and emergency procedures. The Service will provide notice of applicable training opportunities to the Concessioner.
- (4) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 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 assisting 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.

- (5) *Volunteers in the Park (VIP) Program.* The Concessioner may encourage and permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service's VIP program can be found at <http://www.nps.gov/volunteer/>.

G) Risk Management Program

- (1) The Concessioner must develop, maintain, and implement a Risk Management Program ("RMP") that is in accordance with all applicable laws, codes, and Service Risk Management Program Standards for Concessioners located on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>. Further risk management specifications and requirements are found in other sections of this Operating Plan.
- (a) The Concessioner must submit its initial RMP to the Service **within 60 days following the effective date of this Contract** and any updates annually **by January 1**.
- (2) *Safety Representative.* The Concessioner must designate one employee as the safety representative at the beginning of the Contract, notify the Service of who has this role, and update this information as necessary. This person must have the authority to make decisions about safety concerns.
- (3) *Concessioner Safety Inspections.* The Concessioner must conduct annual interior and exterior safety inspections of all Concession Facilities, in accordance with its documented risk management program, and ensure employee compliance with all health, fire, and safety policies.
- (4) *Exculpatory Agreements*
- (a) The Concession may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL), and indemnification clauses.
- (b) Higher risk services under this Contract are the following: whitewater river rafting and transportation
- (c) Exculpatory agreements:
- Must comply with applicable state and federal law and NPS policy;
 - Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
 - Must waive liability against the United States by including the following language:
The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.
- (d) The Service will not as a matter of standard practice, collect review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with NPS policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The NPS also reserves the right to require changes to the Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

H) Protection and Security

- (1) *Authority.* The Service has concurrent jurisdiction within all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural fire.

- (2) *Law Enforcement.* The Service provides resource, employee, and visitor protection and will conduct law enforcement patrols of the Area.
 - (a) The Service responds to and investigates violations of federal, state, county or Service regulations or policies. State or county officials may be called to assist in some matters by request from the Chief Ranger's Office or his/her authorized representative.
 - (b) The Concessioner must report all suspected or known criminal violations occurring within the Area by contacting Kleburg Dispatch at 361-595-8500, or a Service Law Enforcement Official.
 - (c) The Service will notify the Concessioner of evacuation procedures in the event of an Area closure due to a hurricane or other adverse event. The Concessioner must comply promptly with all Service directives.
- (3) *Emergency Medical Care.* The Service provides emergency medical response services.
 - (a) The Concessioner must report all medical emergencies to 911.
 - (b) The Concessioner must provide and maintain at least one automated external defibrillator (AED) at its facility.
 - (c) The Concessioner must provide and maintain a basic first-aid kit at its facility.
 - (d) The Concessioner must ensure all instructors hold current First-Aid and CPR certifications prior to beginning instruction.
- (4) *Fire Protection.* The Service provides fire suppression through a cooperative relationship with Nueces County Emergency Services District #2 (Flour Bluff) and Corpus Christi Fire Department for emergency fire response.
 - (a) The Concessioner must report all fire-related emergencies to 911.
 - (b) The Concessioner is responsible for evacuation of persons from its facilities during a fire-related emergency.
 - (c) The Concessioner must conduct fire prevention activities in accordance with the Maintenance Plan (section 2)H).
- (5) *Firearms.* On-duty employees may not possess or use weapons or firearms. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner with a thorough explanation of the basis of the request. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
- (6) *Lost and Found.* If a visitor loses or finds an item, the Concessioner should refer the visitor to the Malaquite Visitor Center to make a report and/or turn in the item. If the Concessioner finds a lost item, the item must be turned in at the Malaquite Visitor Center within 24 hours.
- (7) *Smoking Policy.* Smoking is prohibited within 25 feet of Concession Facilities. The Concessioner must not permit employees to smoke while on duty. The Concessioner must post notices in public buildings as necessary.

I) Environmental Management Program

- (1) The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Sec. 6(b) of the Contract and the Service Environmental Management Program Standards for Concessioners located on the NPS Commercial Services website at <https://www.nps.gov/subjects/concessions/environmental-management.htm>. Further environmental specifications and requirements are found in other sections of this Operating Plan.
 - (a) The Concessioner must submit its initial EMP to the Service **within sixty days of the effective date of the Contract** and any updates annually by **January 1**.
 - (b) Concessioner Environmental Self-Inspections. The Concessioner must conduct periodic interior and exterior environmental inspections of its Concession Facilities in accordance with its documented Environmental Management Program (EMP).

- (c) Concessioner Environmental Self-Evaluations. The Concessioner must self-assess its performance under its EMP at least annually per Section 6(b) of the Contract, and provide a summary of EMP performance to the Service annually by **December 1**. The Concessioner must ensure employee compliance with environmental laws and regulations, as well as Service policies and guidelines.
- (2) *Environmental Audits*. The Service periodically may conduct a comprehensive environmental audit of all operations and facilities in addition to its review of the Concessioner's EMP. The Service environmental audit program evaluates the Concession Facilities and concession operations with respect to environmental compliance, conformance with the Concessioner's EMP, and best management practices criteria required of the Concessioner and contained within the current Service environmental audit program operating guidelines.
- (a) The Concessioner must cooperate with the Service in scheduling environmental audits, accompany Service staff on audits and evaluations if requested, and provide full access to Concession Facilities, documentation and other resources necessary for the Service to conduct audits or evaluations.
- (b) The Concessioner must correct deficiencies by the established due dates or establish abatement plans to correct deficiencies. The Service must approve any and all abatement plans.
- J) Public Relations and Promotional Materials**
- (1) *Required Notices*. The Concessioner must prominently post the following notice on its website and any promotional materials:
- 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. Rates are approved by the Service. Please address comments to:
- Superintendent, Padre Island National Seashore
P.O. Box 181300
Corpus Christi, TX 78480
- (2) *Public Statements*. 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 Service's Chief of Interpretation.
- (3) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.
- (4) *Advertisements and Promotional Material*
- (a) Approval. The Superintendent must approve all promotional material for services provided within the Area and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Commercial Services Office well in advance to establish specific time frames for each project review. The Superintendent may require the Concessioner to remove all unapproved promotional material. Promotional material distributed within the Area is restricted to services provided within the Area unless the Superintendent approves exceptions.
- (b) Authorization. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Padre Island National Seashore.
- (c) Material Specifications. The Concessioner must publish all advertisements and promotional material on minimum 30-percent post-consumer material paper and/or tree-free products and double sided where economically and technically feasible and appropriate. The use of soy-based ink is recommended.

(5) *Digital Media.*

- (a) Concessioner Website. The Concessioner must maintain a website informing visitors of its operations within the Area. The website must provide links to the Area website and associated social media sites. The Service will periodically review the Concessioner's website to ensure all information presented is accurate and appropriate.
- (b) Social Media. The Concessioner may utilize social media platforms including Facebook, Twitter, etc. Content must be accurate, professional, and relevant to the Concessioner's operations or the Area. The Concessioner must monitor its social media pages for offensive postings or inappropriate activities and remove offensive, inappropriate, or inaccurate postings immediately. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.

K) Interpretive Services

- (1) The Concessioner and its employees must demonstrate knowledge of Padre Island National Seashore resources, wildlife, and history. Service staff may be available to advise and assist the Concessioner in the development of interpretive materials. The Concessioner must make every effort to promote Service interpretive programs.
- (2) The Service has established the following interpretive themes for Padre Island National Seashore.
 - (a) The unique combination of environments and conditions at Padre Island National Seashore (the largest section of undeveloped barrier island in the world; its location and associated ocean dynamics; rare coastal prairie; a complex, dynamic dune system; a hypersaline lagoon; high biotic diversity and integrity; etc.) provides rare opportunities to understand the complex and critical processes and interactions that sustain the living world.
 - (b) The human history of Padre Island offers insights into the continuing evolution of human interaction with the rich, dynamic, and challenging resources of complex and fragile barrier island environments, providing opportunities to understand and appreciate the range of consequences, both personal and societal, of making choices in today's world.
 - (c) The diversity and high quality of environments at Padre Island National Seashore offer a wide range of enjoyable activities including: carefree recreation in inspiring, undeveloped coastal settings; challenging opportunities for learning and study regarding rich and diverse cultural and natural resources; and active participation in preserving habitats and protecting threatened and endangered species.

L) Purchasing

- (1) *Competitive Purchasing.* The Concessioner may purchase products from an entity operated or owned by the Concessioner or its affiliates, provided the product is comparable in quality and price to similar products from other sources.
- (2) *Discounts.* The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates that are feasible based on Concessioner's business needs. Depending on the method of rate approval, the Concessioner must pass these savings through to the consumer.
- (3) *Environmentally Friendly Products.* The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (4) *Prompt Payment.* The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees or others.
- (5) *Local Purchasing.* The Service encourages purchasing of local products, where feasible.

M) Resource Protection

- (1) The Concessioner and its employees must comply with all Service rules and regulations regarding resource protection.
- (2) From February 1 through August 30, the Concessioner must inform clients of the 150-foot closure around the spoil islands of the Laguna Madre to protect sensitive bird nesting sites.

- (3) The Concessioner must report the following to the Area as soon as possible:
 - (a) Wildlife which has been stranded on the beach, entangled in fishing line or nets, or struck by vehicles and/or boats.
 - (b) Sightings of rare or exotic wildlife species to the Area (i.e. manatees, nilgai, wild hogs, etc)

3) **Specific Operating Standards and Requirements**

The Concessioner must provide all services, whether required or authorized services, in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet these quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the Commercial Services Website. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the website.

A) Service Standards

- (1) All required and authorized services will be evaluated as part of the Recreation Equipment Rentals (10-REN) standards. Any deficiencies specific to operational areas not covered by the existing standards will be captured under the *Other Contract Requirements* element and will be evaluated as either an A or B level deficiency, at the Service's discretion.
- (2) Exclusions to Service-Specific Operating Standards 10-REN:
 - (a) Parking (3) – The Concessioner is not required to maintain the parking area.
 - (b) Lighting/Illumination (5) – The Concessioner is not required to provide lighting at the concession facility
 - (c) Utilities (7) – There are no on-site utilities
 - (d) Illumination (16) – The Concessioner is not required to provide lighting at the concession facility
 - (e) Public Restrooms (14) – The Concessioner is not required to provide public restrooms
 - (f) Drinking Fountains (18) – The Concessioner is not required to provide drinking fountains
 - (g) Bicycles (28) – The Concessioner is not authorized to rent bicycles
 - (h) Camping Set Up Services (30-36) – The Concessioner is not authorized to provide camping equipment or set up services

B) Operational Standards Applicable to all Services

- (1) Equipment Specifications
 - (a) All equipment and gear used must be well maintained in good, working condition.
 - (b) The Concessioner must remove broken or damaged equipment from its operation immediately.
 - (c) The Concessioner must explain and demonstrate the proper use of equipment, as necessary.
- (2) Safety and Resource Orientation
 - (a) Prior to providing any instruction or rental, the Concessioner must provide a safety orientation that explains any hazards of the area, i.e. jelly fish, shallow water, avoiding other vessels, etc.
 - (b) The Concessioner must inform clients of Area regulations pertaining to the protection of wildlife, including prohibitions on feeding, collecting, or handling wildlife.
 - (c) From February 1 through August 30, the Concessioner must inform clients of the 150-foot closure around the spoil islands of the Laguna Madre to protect sensitive bird nesting sites.

- (3) *Weather Policy.* The Concessioner must develop procedures for determining when weather conditions are unsafe for water-based activities, including windsurfing instruction and equipment rentals.
 - (a) The Concessioner must submit its weather policy to the Service for approval within 30 days of the effective date of the Contract. Updates to the weather policy must be submitted, as needed.
- (4) *Credit and Debit Cards.* The Concessioner must accept, at a minimum, MasterCard and Visa debit and credit cards.
- (5) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly support the visitor services required or authorized by the Contract without prior written permission from the Superintendent.

C) Windsurfing Instruction

- (1) The Concessioner must provide windsurfing instruction at a variety of skill levels including beginner and intermediate, or higher. The Concessioner must provide group lessons and may provide private lessons, at its discretion.
- (2) Lessons must be available daily, on a schedule established by the Concessioner. The Service will monitor visitor satisfaction with the Concessioner's lesson schedule and may require adjustments, as needed.
- (3) Instructor Qualifications
 - (a) All instructors must be certified for windsurfing instruction through the Windsurfing Instructors and Programs Administration (WIPA), or equivalent certification program.
 - (b) The Concessioner must observe and mentor new instructors until teaching skills are at a satisfactory level in the judgement of the Concessioner.
 - (c) Instructors must hold current certification in both Standard First-Aid (or higher) and Cardiopulmonary Resuscitation (CPR).
 - (d) Prior to instruction, the Concessioner must submit to the Service the instructor's name and documentation of current First-Aid/CPR certification.
- (4) The Concessioner is authorized to provide, in addition to its required windsurfing instruction, winging instruction, windsurfing clinics, and youth watersports camps. Scheduled events, such as clinics or camps, must be approved by the Service in advance. The Service may consider requests for additional types of non-motorized watersport instruction throughout the term of the Contract.

D) Windsurfing Equipment Rentals

- (1) The Concessioner must provide windsurfing equipment rentals including boards, sails, etc. Equipment must be maintained in safe and operable conditions, with damaged or outdated equipment removed from the rental inventory.
- (2) The Concessioner may require visitors to have windsurfing experience prior to renting windsurfing equipment. The Concessioner may use their professional judgement to determine a visitor's experience. The Concessioner must post this requirement along with the rental rates.
- (3) *Personal Floatation Devices (PFDs).* U.S. Coast Guard (USCG) approved PFDs must be available with windsurfing equipment rentals, even if they are not required to be worn while windsurfing. If used, PFDs must be used in accordance with manufacturer's recommendations and Concession employees must ensure proper fit.

E) Kayak and Paddleboard Rentals (Authorized Service)

- (1) The Concessioner may provide kayaks, paddleboards, and winging equipment rentals. Equipment must be maintained in safe and operable conditions, with damaged or outdated equipment removed from the rental inventory. The Service may consider requests for additional types of non-motorized equipment rentals throughout the term of the Contract.

- (2) *Limit and Type.* The numbers and types of rental equipment may be limited by the Superintendent, as necessary to protect Area resources.
- (3) The Concessioner must provide and require clients to carry USCG-approved PFDs, one per client, on all kayaks and paddleboards. At a minimum clients must follow all USCG laws and regulations regarding the proper use of PFDs. All PFDs must be worn and properly maintained in accordance with the manufacturer's recommendations. Concession employees must ensure the proper fit of PFDs provided.

F) Retail (Authorized Service)

- (1) The Concessioner may provide limited items for on-site retail sales. Only items necessary for visitor use and enjoyment of the Area may be sold. The Superintendent has the right to review and approve all merchandise sold in the Area. At the discretion of the Superintendent, certain items may be determined to be inappropriate or unacceptable for sale.
- (2) Items approved for sale include windsurfing equipment, company logo merchandise, non-perishable packaged snack foods and non-alcoholic beverages, sunscreen, lip balm, sunglasses, windsurfing books, magazines, and instructional videos and DVD's.
- (3) Additional sale items must be approved in advance by the Superintendent. The Concessioner must request approval for additional items at least 30 days before the anticipated start of sales.
- (4) *Made in America.* The sale of American-made merchandise is preferred. The Concessioner should give prominence to American-made merchandise and clearly label these products as "Made in America." While American-made items are preferred, some desirable merchandise may not be available from U.S. manufacturers at all or not available at reasonable prices. In these cases, the Concessioner should purchase "U.S. Finished" items.
- (5) Items not to be Sold or Displayed
 - (a) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane or items that reflect a lack of concern for the environment or culture.
 - (b) Archeological specimens or objects of American Indian origin over 100 years old regardless of origin.
 - (c) Biological objects, including items such as plants (including seeds) and animals (including vertebrates and invertebrates) must not be sold. This includes merchandise or novelty items containing whole biological specimens (e.g., scorpions, butterflies, snakes, coral, etc.) or parts of biological specimens (teeth, claws, antlers, seashells, feathers, seeds, etc.).
Exception: Handicrafts and other retail items containing non-living biological materials, such as decorative feathers, seeds, nuts or flowers embedded or affixed to the item, provided they are from legally authorized sources and are labeled as originating from outside the Area, are permissible. The Concessioner must obtain approval from the Service for the use of cactus.
 - (d) Plant materials and other natural materials from Service areas.
 - (e) Fossils or other earth products (such as petrified wood) whose origin is from public lands.
 - (f) Animal skins or taxidermy specimens, or items containing animal parts; or animal skins or parts of animals that are obtained illegally or are from threatened and/or endangered species. These items must also not be incorporated into merchandise or used in displays.
 - (g) Toy guns.
 - (h) Items that may, by their nature, encourage violation of Service regulations (e.g., collecting kits, birdseed, wildflower or plant seeds, etc.).
 - (i) The Service may, at a future time, prohibit the sale of bottled water.
- (6) Labeling and Certification
 - (a) All merchandise must be marked with a selling price, point of origin or other identification as available. Identical items may be marked by a single sign rather than individually.

Acceptable labels include grease pens, stringed tags, bar codes and other methods with the approval of the Service.

- (b) Natural Product Labeling. Merchandise made from natural products should be labeled to indicate that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
- (7) Facility and Merchandise Appearance
 - (a) Storage. Merchandise is to be securely stored during off hours, preferably not on the floor. Storage areas should be kept neat and clean and to the extent possible, remain out of view to visitors.

4) Reporting Requirements

A) Concessioner Operational Reports

- (1) The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends in addition to those set out in Section 7 of the Contract. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.
- (2) *Management Listing*. The Concessioner must provide the Superintendent a list identifying key management or supervisory personnel with their job titles and contact information by **February 1** of each year.
- (3) *Incident Reports*. The Concessioner must immediately report to a law enforcement ranger or to Kleberg Dispatch at (361) 595-8500 or 911 the following:
 - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible; and
 - (b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or are violation of state and/or federal law.
- (4) *Operational Performance Report*. The Concessioner must submit its Operational Performance Report by the **4th day of each month** during the operating season, even if the reported use is zero. The report must be in a Microsoft Office compatible format (Word, Excel, etc) and may be emailed to Audrey_hill@nps.gov. The Concessioner must report the following:
 - (a) Number of windsurfing lessons (beginner and intermediate)
 - (b) Number of winging lessons
 - (c) Number of windsurf equipment rentals
 - (d) Number of winging equipment rentals
 - (e) Number of kayak rentals
 - (f) Number of paddleboard rentals
- (5) *Human Illness Reporting*. Any suspected outbreak of human illness, whether employees or guests, is to be reported promptly to the Service's Public Health Officer through the Administrative Officer. 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.
- (6) *Instructor List*. The Concessioner must submit a list of instructors and the expiration dates of their First Aid and CPR certifications by **February 1** and update the list as needed throughout the operating season.
 - (a) Both certifications must be current and valid. There is no grace period for instructors with an expired First-Aid or CPR certification.

- (7) *Visitor Satisfaction Summary Report*. In accordance with Operating Plan Sec 2)E)5), the Concessioner must provide the Service an annual electronic report of survey responses, including comments and complaints, **by December 1**. The Superintendent reserves the right to review supplemental information that supports the data provided.

B) Concessioner Financial Reports

- (1) *Annual Financial Report ("AFR")*. As required in Section 13)b) of the Contract, the Concessioner must provide an AFR **within 120 days of the end of its fiscal year**. The Concessioner must report operational and revenue data by service type rather than combining all revenue into broad categories. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.
- (2) *Franchise Fee Payments*. No later than the **15th day of each month**, for the previous month, the Concessioner must:
- Make franchise fee payments due to the Service electronically, per the Service's instructions.
 - Submit a monthly franchise fee remittance report via email to the Concession Management Office including the date and amount of franchise fee payment.
- (3) *Insurance Certificates*. At the time insurance is first purchased and annually thereafter **by February 1**, the Concessioner must submit to the Service appropriate Certificates of Insurance for all insurance coverage related to its operations under this Contract.

C) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
Rate Monitoring Plan	Initial; As Updated	Within 60 days of Contract effective date; As needed
Rate Monitoring Information	Annually	January 15
Visitor Satisfaction Monitoring Program	Initial	Within 30 days of the Contract effective date
Visitor Satisfaction Annual Summary	Annually	Within 15 days of the last day of the operating season
Risk Management Program	Initial; As Updated	Within 60 days of the Contract effective date; January 1
Environmental Management Program	Initial; As Updated	Withing 60 days of the Contract effective date; January 1
Summary of EMP Performance	Annually	December 1
Weather Policy	Initial; As Updated	Within 30 days of the Contract effective date
Management Listing	Annually	February 1
Operational Performance Report	Monthly	4 th day of the month during the operating season
Instructor List	Annually; As updated	February 1

Annual Financial Report	Annually	Within 120 days of the end of the Concessioner's fiscal year
Franchise Fee Payment and Report	Monthly	15 th day of the month
Certificate of insurance	Annually	February 1