

**FISH AND WILDLIFE SERVICE
PUBLIC USE MANAGEMENT**

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OVERVIEW

8.1 What is the purpose of this chapter? This chapter establishes our policy for administering concessions on U.S. Fish and Wildlife Service (Service) National Wildlife Refuge System (NWRS) sites.

8.2 What are the scope, authorities, and responsibilities for this chapter? See 630 FW 6 for information about the scope, authorities, and responsibilities for all of our concessions policies (630 FW 6 - 8).

CONTRACT MANAGEMENT

8.3 How does the Concession Manager document concessions, review financial reports, and evaluate operations? Concession Managers administer concession operations using the terms and conditions specified in the concession contract, the bidder's proposal, and any approved plans. The Contracting Officer will give a copy of each executed concession contract and modifications to the Chief, NWRS Division of Visitor Services and Communications; the Assistant Regional Directors - NWRS; and the Concession Manager. As described in the contract:

A. Concession Managers must confirm, in writing, all meetings, inspections, audits, etc. that affect a concession contract or a concessionaire.

B. The concessionaire will, at a minimum, provide to the Concession Manager annual financial statements with gross receipts broken down into categories. Categories are concession-specific and depend on the visitor services provided as agreed upon in the concession contract (e.g., food and beverage, souvenirs, boat rentals, tours, transportation).

C. Concessionaires will maintain financial reports and accounting records that provide adequate financial information to support audits of its operations.

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(1) The Concession Manager must approve accounting records to ensure they portray an adequate and accurate basis for audit and meet current accounting standards.

(2) The contract will provide the concessionaire a schedule for submitting financial reports (in addition to the annual financial statement) to the Concession Manager.

D. The concessionaire will develop a risk management program. The Concession Manager and the concessionaire must work with the servicing Health and Safety Manager and the station's Collateral Duty Safety Officer to identify potential risks of concession operations.

E. Concession Managers will conduct regular inspections, as necessary, of concessionaires' facilities. The Concession Manager must:

(1) Document the inspection (see Exhibit 1 for a sample Concession Inspection Checklist — we expect the Concession Manager to modify the checklist for the unique circumstances of the concession), and

(2) Compare the operation to the written operational plan, note any discrepancies, and send an inspection report with any necessary improvements to the concessionaire. The inspection report should include any negative comments the Service may have received from the public for corrective action.

F. Concession Managers must follow up on corrective actions listed in inspection reports to ensure the concessionaire addresses them within an appropriate time frame. If the concessionaire does not correct the issue, the Concession Manager must send a cure notice. This notice tells the concessionaire that if it does not complete corrective actions within a specified amount of time, the Service may terminate the concession contract (see section 8.6).

G. At least 1 year before the expiration of an existing contract, the Concession Manager should prepare for a new solicitation.

8.4 What are the concessionaire's responsibilities for maintenance?

A. Maintenance responsibilities should be clearly outlined in the concession contract and can be dependent on fee payment requirements (see 630 FW 7, sections 7.10 and 7.11). The concessionaire may be responsible for some or all general maintenance and repairs, which can include such activities as landscaping, replacement of broken lighting and plumbing fixtures, lawn care, service of equipment, etc. Concessionaires may be required to address large-scale maintenance items that recur on an infrequent basis (such as roof replacement).

B. The concessionaire must coordinate with the Project Leader (if not the Concession Manager) and the Regional Engineering office for facility improvements and cyclical maintenance work that involve life safety issues and building code compliance issues.

8.5 May the Project Leader and Concession Manager allow the concessionaire to advertise its operations?

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A. Yes, the concessionaire may advertise its operations after receiving written approval from the Project Leader.

B. The logo/seal of the U.S. Fish and Wildlife Service must not be used on any advertisement, concessionaire equipment, or merchandise. The Service logo is our official "trademark." Its use is reserved for official publications or other products of the Service. Use of the Service logo without prior written approval is prohibited. Restrictions on use of the Service logo were published in the Federal Register on February 13, 1984 (Vol. 49, No. 30, page 5387). 18 U.S.C. 701 provides for enforcement (also see 041 FW 2, Emblems).

C. The Project Leader and Concession Manager may not allow the concessionaire to use Government property to advertise other businesses not associated with on-site operations.

TERMINATING AND TRANSFERRING CONCESSIONS

8.6 What are grounds for the Service to cancel/terminate a concession contract? The Service may cancel or terminate a concession contract if:

A. The concessionaire:

(1) Failed to perform concession operations as described in its proposal,

(2) Failed to take corrective action as noted in the inspection reports,

(3) Failed to pay fees in a timely manner, or

(4) Determines it is not a sustainable venture and must default; or

B. New laws and authorities require the termination of the concession contract.

8.7 Can a concessionaire sell its operation or transfer it to another entity? Concessionaires or parties holding an ownership interest in a concession may not sell, assign, or transfer their interest, or part of their interest, to another party without the prior written approval of the Regional Director.

A. Before transferring the rights to a concession contract, the Regional Director must assess the transferee's ability to manage the business successfully and fulfill the terms of the concession contract.

B. To protect the public interest, the Regional Director (with input from the Contracting Officer who issued the contract) must approve a sale or transfer or place appropriate conditions on any approval.

/sgd/ Margaret Everson
PRINCIPAL DEPUTY DIRECTOR

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