

**EXHIBIT B**

**OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between **the Concessioner** (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 the Blue Ridge Parkway (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) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
  - a. Has the authority and the managerial experience for operating the authorized Concession Facilities and services required under the Contract;
  - b. Will employ a staff with the expertise and training necessary 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.
  - e. In the absence of the general manager, the Concessioner will designate an assistant manager or an acting "manager on duty."

### B) Area

- (1) The Superintendent manages the Area with responsibility for all operations, including appropriate oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
  - a. Evaluation of Concessioner services and Concession Facilities and related operations;
  - b. Review and approval of rates and prices charged for all services and merchandise;
  - c. Review and approval of construction and all improvements to Concession Facilities.

## 3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operation

The Concessioner will provide the required services for Area visitors on a seasonal basis. The Service approves operating seasons for all the operations of all Concession Facilities and services annually. The Concessioner will submit by December 1 a written schedule of proposed opening and closing dates and operating hours for concession operations for the upcoming season for the Superintendent's approval. Weather and visitation may cause specific dates of operating seasons to fluctuate. These changes, however, will be agreed upon and approved by the Superintendent prior to implementation. All services will be open with regular hours of operation during any holidays within the operating season.

- (1) Unless otherwise notified, the minimum season for facilities is: **April 1 through November 30**

	<b>Service</b>	<b>Minimum Hours</b>
Northwest Trading Post Gift Shop	Craft Sales, Retail and Limited Food and Beverage Services	9:30am-5:30pm

### **B) Rate Determination**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract shall be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the most recent National Park Service Concession Management Rate Approval Guide ("Rate Approval Guide") (a copy which can be obtained by contacting the Service) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (2) *Merchandise Rates.* Rates will be determined using Competitive Market Declaration (CMD) guidelines.
- (3) *Convenience Items, Prepackaged Snacks, Homemade Foodstuffs and Beverages.* Rates for convenience items, prepackaged snacks, homemade foodstuffs and beverages will be determined using the Manufacturer's Suggested Retail Price where applicable. Where not applicable, rates for snack and beverage service are based on Markup percentage.
- (4) *Food and Beverage Rates.* The Concessioner will develop its rates for food and beverage service in accordance with the Service Rate Approval Guide and in particular, the Core Menu Guidelines as provided in the Rate Approval Guide.

### **C) Rate Approval Process**

- (1) *Annual Rate Changes.* All rates charged by the Concessioner will be approved annually and those under Direct Comparability must be submitted to the Superintendent for approval prior to implementation. Requests for rate approvals must be submitted no later than February 1 for menu rates for the upcoming season. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing. All rate increase requests must be in writing and in accordance with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Approval Guide. The Service will promptly approve, disapprove, or adjust rates, using its selected comparables, and will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment.
- (2) *Approved Rate Posting.* The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (3) *Rate Compliance.* Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.

### **D) Purchasing**

- (1) *Competitive Purchasing.* The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product or service is comparable in quality and price to products and services offered by competitors.
- (2) *Discounts.* The Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates. Depending on the rate approval method, the Concessioner must pass these savings through to the consumer.

- (3) *Locally made handicraft.* The Concessioner shall make best efforts to emphasize the display and sale of locally made, Southern Appalachian handicrafts, as well as State-inspected and – approved local homemade foodstuffs.
- (4) *Environmental.* The Concessioner must purchase and use environmentally preferable products and services where feasible.

#### **E) Evaluations and Inspections**

- (1) The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.
  - a. Annual Overall Rating. The Service will determine and provide the Concessioner with an Annual Overall Rating by March 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.
  - b. Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of annual financial report, timely submission of proof of general liability, timely and accurate submission of franchise fees, and insurance.
  - c. Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
  - d. Risk Management Program Evaluation. The Service will annually conduct an evaluation of the Concessioner's Risk Management Program.
  - e. Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service Policy.
  - f. 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 with a rating will be provided to the Concessioner, appropriate Service staff, the Superintendent, and the Director of the Service's Public Health Program.
  - g. Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.
  - h. Concessioner Environmental Evaluations. The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program.
- (2) The Concessioner will be required to close all periodic evaluation audit findings. The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service within the timeframe specified in the Environmental Audit Report.

#### **F) General Policies**

- (1) Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Contract without written permission from the Service.

- (2) *Restrooms.* Restrooms will be available to the public during staffed operating hours of the NWTP Gift Shop. Restrooms will be kept clean and well stocked.
- (3) *Smoking Policy.* All buildings within the Concession Facilities are designated as non-smoking.
- (4) *Credit Cards.* Major credit cards will be honored. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.
- (5) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in the concession facilities. This program will integrate with the Area's existing 'lost and found' system and must comply with NPS policy. The Concessioner will provide the Service a written description of the rules for and method of implementing the initial 'lost and found' program within 30 days of the effective date of Contract execution. The Concessioner will provide written changes to the program to the Service in advance of implementation. All changes must be approved by the Superintendent.

**G) Vehicles.**

- (1) The Concessioner must properly register, license, insure, and maintain all vehicles it uses in its operations in accordance with federal and state law and regulations.
- (2) The Concessioner must discreetly identify its vehicles with its name and logo.
- (3) Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations during peak visitor times of day. Deliveries should utilize non-public areas to the extent possible.

**H) Visitor Comments.**

- (1) The Concessioner must investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. The Concessioner must provide a copy of the initial comment, its response, and any other supporting documentation to the Service by the 15th of each month for the previous month's activities.
- (2) The Concessioner must provide 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 to the Superintendent immediately upon receipt.
- (3) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must provide a copy of any responses to the Service, and the Service will copy any response it makes to the Concessioner.

**I) Human Resources Management**

- (1) *Employee Identification and Appearance.* The Concessioner must ensure that employees in direct contact with the general public must be neat and clean in appearance and project a hospitable, positive, friendly and helpful attitude and wear nametags.
- (2) *Employee Conduct.* The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take all actions needed to fully correct any such situation. Concession staff must avoid engaging in controversial topics with guests while on duty. Concessioner expectation of employees should be clearly documented in writing.
- (3) *Employee List.* The Concessioner shall submit to the Superintendent a list of the names, job titles, and contact information for all managers. This information will be provided to the Service by March 15<sup>th</sup> of each operating season and updated when necessary.
- (4) *Employee Hiring Procedures*
  - a. *General Manager.* The General Manager will have an appropriate background as a manager or administrator that indicates his or her ability to manage a retail business of this size.
  - b. *Staffing Requirements.* The Concessioner will hire a sufficient number of employees to ensure high-quality visitor services throughout the operating season.
  - c. *Work Schedule.* The Concessioner will offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of salary, schedules,

- holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.
- d. **Background Checks.** The Concessioner will ensure that comprehensive background checks are performed on all employee hires as appropriate to the position. These may include: wants/warrants check; local criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. No employee will be hired if they show any active wants or warrants (current fugitive from justice).
  - e. **Employment of Service employees or their family members.** The Concessioner may not employ in any status the spouses and/or dependent children of a Blue Ridge Parkway employee, without prior Superintendent written approval. The Concessioner may not employ in any status the spouses and/or dependent children of the Superintendent, Concessions Management staff, Safety Officer, or Public Health Service Consultant.
  - f. **Drug-free Awareness and Testing Program.** The Concessioner will provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.
  - g. The Concessioner will establish an appropriate employee drug-testing program.
    - i) The Concessioner will require any employee who is in a safety-sensitive position such as an equipment operator to participate in pre-employment and random drug testing. The Concessioner will make results of drug testing available to the Service upon request.
    - ii) Should the Concessioner become aware of illegal drug use or underage drinking, the Concessioner will promptly report it to the Service's Visitor Protection Staff.
  - h. **Training.** The Concessioner will provide and maintain records of appropriate training as set forth below and will provide those records to the Service upon request.
    - i) **Safety.** The Concessioner will train its employees annually in its Risk Management Program.
    - ii) **Environmental Training.** The Concessioner will provide annual environmental awareness training to all employees on its Environmental Management Program.
    - iii) **Job Training.** The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public.
    - iv) **Customer Service.** The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact.
    - v) **Resource and Informational Training.** The Concessioner will provide training for all employees who provide interpretive and safety information.
    - vi) **Sanitation Training.** The Concessioner will 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 U. S. Public Health Service Food Code.
    - vii) The Concessioner may request Service staff to present certain topics of interest.

#### **4) RISK MANAGEMENT PROGRAM**

- A)** The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner will submit its initial plan to the Superintendent within sixty days of effective date of the Contract and annually thereafter by December 31 of each year. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws.
- B)** The Risk Management Program must include, at a minimum, the following basic elements:
- (1) Documented Program
  - (2) Inspections
  - (3) Deficiency Classification and Hazard Abatement Schedule
  - (4) Accident Reporting and Investigation
  - (5) Public Safety and Awareness Program
  - (6) Training
  - (7) Emergency Procedures
- C)** Additional detail required in the Concessioner Risk Management Program includes:
- (1) *An employee accident/injury analysis.* An annual summary listing injury/accident types and employee lost days shall be provided to the Service. The summary may include additional information as required by the Service. The summary will compare the present year to the same data from the previous year.
  - (2) *Concessioner Inspections.* An "inspection" is defined as a documented examination of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations. They are conducted by the Concessioner.

#### **5) ENVIRONMENTAL MANAGEMENT PROGRAM**

- A)** The Concessioner will prepare an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract. The Concessioner will develop all plans and submit all reports as required by Applicable Laws.

#### **6) EMERGENCY SERVICES**

- A) Visitor Protection:** The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.
- B) Fire Protection:** The Concessioner must ensure that all Concession Facilities meet all applicable Fire and Life Safety Codes and that fire detection and suppression equipment is in good operating condition at all times.
- C) Emergency Medical Care:** The Service, in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies, provides emergency medical care. Any injury sustained by a visitor or employee in a Concessioner facility should be reported promptly to the Service's Communication Center (1-800-PARKWATCH).
- D) First Aid and CPR:** The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR. All reasonable efforts are to be made to see that an employee certified in basic first aid and CPR is on site during all scheduled operation hours and events.
- E) Reactions to Emergencies:** The Concessioner must immediately use "911" reporting procedures in the event of any emergency. After using the "911" reporting procedures, the Concessioner shall contact the Service to report the emergency through the dispatch office (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.

#### **7) PUBLIC RELATIONS**

- A) Required Notices.** The Concessioner must prominently post the following notice 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  
.  
Blue Ridge Parkway  
.  
199 Hemphill Knob Road  
.  
Asheville, NC 28803  
.  
Email: BLRI\_Superintendent@nps.gov

- B) Public Statements.** All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Park will be forwarded to the Park District Interpreter or Concessions Specialist. This includes all media interviews.

**C) Advertisements and Promotional Material**

- (1) *Approval.* The Concessioner must submit any new or updated promotional material, including websites, to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc. The Superintendent may require the Concessioner to remove any unapproved promotional material. Promotional material distributed within the Area must promote only services and facilities within the Area, unless the Superintendent approves exceptions in writing.
- (2) *Authorization.* Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public at the Blue Ridge Parkway.
- (3) *Equal Opportunity.* Advertisements for employment must state that the company is an equal opportunity employer.

**8) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

The Concessioner must provide all 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 quality standards.

**A) Craft Sales and Retail**

- (1) *Guidelines.* The retail services provided by the Concessioner must comply with current Service requirements. The Service may review and approve all merchandise sold in the Area and may require the Concessioner to remove items determined to be inappropriate and unacceptable for sale.
- (2) *Items to Be Sold.* The Concessioner will offer Authentic Native Handicrafts (authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts) or locally made Southern Appalachian handicrafts as available, souvenirs, curios, sportswear, locally homemade foodstuffs, prepackaged food items (including candy, chips, and beverages) and visitor convenience items (e.g. sunscreen, batteries). Locally hand made and made-in-the USA merchandise is preferred. In addition, the gift shop must offer items that have a direct relationship to Blue Ridge Parkway, its history, and other related natural or cultural topics.
- (3) The Northwest Trading Post was developed as a venue for promotion of the handicraft of the Appalachian region. Therefore, half (50%) of all merchandise sold by the Concessioner must reflect the following definition of Southern Appalachian handicraft:
  - a. Be handmade or must be made using only simple tools. Additionally, this merchandise must have been made using traditional skills and use of these skills must be a traditional way that

- the goods were made. If some items were made in a production process the merchandise made in this process must have a significant handmade component;
- b. Display individual artisanship;
  - c. Be primarily utilitarian, useful or decorative; and,
  - d. Reflect the cultural heritage of the region.
- (4) The Concessioner must provide a reasonable range of sales items and services to provide visitors with opportunities to buy merchandise and or participate in services that meet all income levels.
  - (5) The Concessioner will make environmentally preferred products (e.g., organic cotton clothing, post-consumer recycled paper products) available for sale to Area visitors where economically and technically feasible and appropriate.
  - (6) *Labeling and Certification.* The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available.
  - (7) *Informational Tags.* Wherever appropriate, informational tags attached to the items will show their relationship to Area interpretive themes.
  - (8) *Natural Product Labeling.* The Concessioner must label merchandise made from natural products such as antlers, rocks, or plants to disclose that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
  - (9) *Authentic Native Handicraft Sales Verification.* The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Authentic Native Handicrafts. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Service, certification of authenticity of all Authentic Native Handicrafts for which the Concessioner claims an exception to the franchise fee. The Concessioner must submit procedures to meet this requirement upon request of the Service.
  - (10) *Items not to be Sold or Displayed.* The Concessioner may not sell or display the following:
    - a. Articles that are obscene, offensive, or profane and items that reflect a lack of concern for the environment or culture
    - b. Archeological specimens or objects of Native American origin over 100 years old, regardless of origin
    - c. Plant materials and other natural materials if obtained from units of the National Park System
    - d. Animal skins, taxidermy specimens, etc., containing parts from threatened or endangered species; such items must not be incorporated into merchandise or used in displays
    - e. Gifts and souvenirs which are commonly found outside the Area that do not relate to identified Blue Ridge Parkway Park themes
    - f. Items that may, by their nature, encourage violation of Service and Area regulations, i.e., collecting kits, birdseed, wildflower or plant seeds, etc.
  - (11) *Signs.* Signs advertising special promotions may appear only within the concessioner assigned facilities.
  - (12) *Shelves and glass areas.* The Concessioner must maintain merchandise shelves and other glass areas (e.g., store windows) in good condition, free of dust and fingerprints.
  - (13) *Product placement safety.* The Concessioner must ensure that products that might present safety or security concerns for children are stored or displayed in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays must not be top-heavy.

## **B) Limited Food and Beverage**

- (1) The Concessioner must provide limited food and beverage service consisting of locally made food, packaged foods, and beverages.
- (2) *Healthy and Sustainable Food.* The Concessioner must integrate healthy and sustainable concepts into Food and Beverage operations. Examples of healthy food options include low calorie, balanced options including fruits, vegetables, lean protein, and whole grains. Examples

- of sustainable food options are those that are seasonal and locally grown; organic; fairly or cooperatively traded; environmentally preferable; meet animal welfare standards; contain limited additives; and are prepared using healthy food practices.
- (3) *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.
  - (4) *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, cutlery).
  - (5) Should the new Concessioner propose to expand the food and beverage service to include grab-and-go items such as hot beverages, sandwiches, hot dogs and salads, the following standards will apply:
    - a. *Management.* The Concessioner will ensure that a manager and/or other key personnel are visible in the food service area during service hours.
    - b. *Food Safety.* The manager/lead must be food safety certified by an appropriate state or nationally accredited training program (e.g., National Restaurant Association or similar). The Concessioner will incorporate food safety into the business plan of the operation or will otherwise provide an operating plan for managing food safety.
    - c. *Public Health.* The Concessioner must comply with all U.S. Public Health Code requirements.
    - d. *Menus.* At minimum, the Concessioner will be authorized to offer:
      - i) Seasonal specialties;
      - ii) Fresh grab-and-go offerings;
      - iii) A variety of menu items at a range of prices.
  - (6) *Product Availability.* Items listed on menus and menu boards will be available during the entire serving period.

## **9) REPORTING REQUIREMENTS**

### **A) Service Reports**

- (1) *Utility Costs.* The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of each year of the rates for the upcoming year effective May 1. Rates will be established in accordance with current Service Policy.
- (2) *Annual Overall Rating.* The Concessioner will receive an Annual Overall Rating by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) will meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and risk management components.

### **B) Concessioner Operational Reports**

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

#### *(1) General*

- a. *Incident Reports.* For the incidents below, the Concessioner shall immediately use "911" reporting procedures. After using the "911" reporting procedures, the Concessioner shall contact the Service to report the incident through the dispatch office (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.
  - i) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.

- ii) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
  - iii) All suspected or known regulatory or criminal violations.
  - iv) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate state and federal law.
- b. Human Illness Reporting. Any suspected outbreak of human illness, whether employees or guests, must be reported immediately to the Area's District Ranger. 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.
  - c. Hazardous or Non-hazardous substance spills. The Concessioner will immediately report hazardous substance spills to "911". The Concessioner shall contact the Service to report hazardous and non-hazardous substance spill through the dispatch office (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.

(2) *Operational and Financial Reports*

- a. All operational statistics for services provided must be provided monthly by the 15th of each month of operation unless otherwise agreed upon by the Superintendent. This data will be presented in a concise spreadsheet format. The Service may request additional information regarding services, trends, etc. during the life of this Contract.
- b. Monthly Franchise Fee Report. The Concessioner will report on the franchise fee deposit made from the preceding month. Reporting documentation will include a copy of the check or wire transfer identifying the account and the amount.
- c. Food and Beverage – if applicable
  - i) Number of covers served by breakfast, lunch, and dinner with corresponding revenues
- d. Merchandise (Retail and Grocery)
  - i) Revenue at gift shop
  - ii) Revenue by merchandise category (i.e. local Southern Appalachian handicrafts, Authentic Native Handicrafts, gifts and souvenirs, food and beverage, apparel)

(3) *Summary of Initial and Recurring Due Dates*

The following table 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	Within 60 days of the effective date of this Contract	Contract, Sec. 6 (b)(1)
Risk Management Plan	Initial/ Annually	60 days after Contract effective date and by December 31 annually	Operating Plan, Sec 4
Operating Schedule	Annually	December 1	Operating Plan, Sec 3
Employee List	Initial/ Annually	March 15 of each year and updated when necessary	Operating Plan, Sec 3 (i)(3)

Certificate of Insurance	Annually	At the time insurance is first purchased (but no later than the effective date of the Contract) and annually thereafter	Contract, Sec 12 (b)(3)
Annual Financial Report	Annually	120 days after end of Concessioners' fiscal year	Contract, Sec 14 (b)(1)
Annual Rate Change Requests	Annually	February 1 for merchandise rates, and, if applicable, menu rates for the upcoming calendar year	Operating Plan, Sec 3 (c)(1)
Inventory of Hazardous Substances and Inventory of Waste Streams	Annually	TBD	Contract, Sec 6 (d)(1)
Franchise Fee	Monthly	15th day of the following month	Contract, Sec 11, (b)(1) and Operating Plan Sec 10 (b)(2) b
Operational Statistics Report	Monthly/ Annually	15th day of following month	Operating Plan, Sec 9 (2) a
Incident Reporting	Upon Occurrence	Immediately	Operating Plan, Sec 9 (b)(1) a
Human Illness Reporting	Upon Occurrence	Immediately	Operating Plan, Sec 9 (b)(1)b
Environmental Reports, Notice of Releases, Notice of Violations and Communications with Regulatory Agencies	Upon Occurrence	Immediately	Contract, Sec 6 (d)
Annual Maintenance Plan (ACMP)	Annually	January 15	Maintenance Plan Part A Sec E
Annual Maintenance Report (ACMR)	Annually	December 15	Maintenance Plan Part A Sec F
Repair and Maintenance Reserve Plan	Annually	January 15	Maintenance Plan Part A Sec G (6)
Repair and Maintenance Reserve Status and Summary	Monthly/ Annually	January 15/ 15th day of the following month	Maintenance Plan Part A Sec G (7)

Report			
Personal Property Report	Annually	March 1	Maintenance Plan Part A Sec H

**Effective** \_\_\_\_\_,