

**EXHIBIT A
DRAFT OPERATING PLAN**

I. INTRODUCTION1

II. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES.....1

A. CONCESSIONER..... 1

B. SERVICE 1

III. GENERAL OPERATING STANDARDS AND REQUIREMENTS.....2

A. SCHEDULE OF OPERATION 2

B. RATES..... 3

C. EVALUATIONS 4

D. STAFFING AND EMPLOYMENT..... 4

E. VISITOR INFORMATION AND RESOURCE EDUCATION 6

F. WILDLIFE 6

G. METHOD OF PAYMENT 7

H. ACCOUNTING PROCEDURES FOR SALES 7

I. VISITOR COMMENTS AND COMPLAINT 7

J. RISK MANAGEMENT PROGRAM 8

K. ENVIRONMENTAL MANAGEMENT PROGRAM..... 9

IV. SERVICE SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....9

A. REQUIRED AND AUTHORIZED SERVICES 9

B. MERCHANDISING..... 9

V. UTILITIES.....11

A. CONCESSIONER..... 11

B. SERVICE 11

C. MAINTENANCE RESPONSIBILITIES 11

VI. PUBLIC INFORMATION12

A. PUBLIC STATEMENTS..... 12

B. PROMOTIONAL MATERIAL AND REQUIRED STATEMENTS 12

VII. PROTECTION, SECURITY, AND EMERGENCY ASSISTANCE.....12

A. VISITOR PROTECTION 12

B. FIRE PROTECTION..... 13

C. EMERGENCY MEDICAL CARE AND SEARCH AND RESCUE..... 13

VIII.REPORTING REQUIREMENTS14

A. CONCESSIONER..... 14

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I. INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-GRSM010-010 (hereinafter referred to as the “CONTRACT”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Great Smoky Mountains National Park (hereinafter referred to as “Area”) which 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 Operating Plan will be reviewed annually by the Superintendent, in consultation with the Concessioner, and revised as determined necessary by the Superintendent of Great Smoky Mountains National Park.

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

II. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

A. Concessioner

1. To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will by the effective date of the CONTRACT designate a General Manager or other designated representative who has the training, experience, and authority necessary for managing the concession operations at each designated sales location, including without limitation, the required services and any authorized services the Concessioner elects to provide under the CONTRACT.
2. The Concessioner’s representative will by the effective date of the CONTRACT furnish the Service with an initial list identifying key concession management and supervisory personnel and their job titles. The Concessioner will notify the Service of any change in key management personnel within 14 calendar days of any change. At a minimum, this list will include the following:
 - a. On-site manager(s) with the responsibility of managing the concession operations and Concession Facilities in the absence of the designated representative.
3. With respect to the Operating and Maintenance Plans which are a part of this CONTRACT, Concession Facilities shall include Area lands assigned to the Concessioner under this CONTRACT, all real property improvements assigned to the Concessioner under this CONTRACT, and any area assigned for retail sales under a Cooperating Association Agreement and also used to provide services under this CONTRACT.

B. Service

1. The Superintendent manages all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including

oversight of Concession Contracts. Through Service representatives, the Superintendent reviews, supervises, and coordinates concession activities within the Area. Monitoring CONTRACT compliance includes evaluating all concession operations and services and reviewing and authorizing all rates, improvements to facilities, and construction. The Superintendent is responsible for managing and coordinating planning and development activities, overseeing environmental compliance, and supervising the concession management activities within the Area.

2. The Concessions Management Specialist coordinates the functions of other Service divisions relating to concession operations. The Concessions Management Specialist makes recommendations on applicable aspects of the Concessioner's operation to the Superintendent. The Concessions Management Specialist ensures that all Concessioner rates are approved based on current comparability studies or applicable guidelines. He/she has authority from the Superintendent to make certain field decisions pertaining to the concessions operation and acts as liaison between the Concessioner and Superintendent. The Concessions Management Specialist reviews and coordinates the Concessioner's day-to-day activities; operational and maintenance activities; rate, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; construction proposals; annual financial reports; insurance coverage; and any other CONTRACT requirements.
3. The Safety and Environmental Program Specialist, in cooperation with the Concessions Management Specialist, monitors the Concessioner's Risk Management Program, referenced in Section J, for compliance with applicable standards.
4. The Regional Public Health Consultant monitors food and beverage services, grocery stores, solid waste disposal, water, and wastewater systems to ensure adherence to and compliance with all applicable public health standards.
5. The Service will meet with the Concessioner's managers annually to review significant concession-related and Area issues, provide orientation to the operational review program, and facilitate positive working relationships.

III. GENERAL OPERATING STANDARDS AND REQUIREMENTS

The operation of the facilities and services required and authorized by the CONTRACT will conform to operational performance standards from the Service's Concession Management Guidelines (NPS-48) and this CONTRACT. The current operational performance standards will be provided to the Concessioner and updated whenever the Director approves changes.

A. Schedule of Operation

1. The Concessioner will provide the CONTRACT services for Area visitors on a year-round basis. The schedule of operation for visitor convenience item sales at visitor centers will be the same as the hours of operation of each visitor center. Visitor center opening varies from 8:00 to 9:00 a.m. and closing varies from 4:00 to 7:00 p.m., depending on the time of year and location. Park visitor centers are generally open every day except Christmas Day. The schedule of operation for the sale of visitor convenience items at Great Smoky Mountains Institute at Tremont (GSMIT) will be the same as the hours for the GSMIT store. The GSMIT store is generally open 8:00

a.m. – 4:30 p.m. Monday through Saturday. The store is sometimes closed on Saturday during December and January when there are no programs taking place at GSMIT. The concessioner will not be required to sell convenience items at a visitor center when it is closed. Vending will be available 24-hours a day at all locations.

2. The Service will give 30 calendar days notice of any schedule changes that it may initiate with respect to operating hours and seasonal opening and closing dates, except in emergency situations. Weather and visitation may cause specific dates of operating seasons to fluctuate. The Service will consult with the Concessioner, to the extent practicable, in the event of changes.

B. Rates

1. *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Initially, the Service will judge reasonableness of rates based on current concession management guidelines (2002 Concession Management Rate Approval Guide and 2009 update – *see Appendix K to prospectus*). However, rate approval methods are subject to change. The Service will consider alternative rate setting methodology to reflect substantial changes in service quality and expenditures. The currently approved rate method for each service is as follows:
 - a. Visitor Convenience Items. Visitor convenience item rates are subject to Service markup percentage guidelines for convenience items.
 - b. Vending. The Concessioner will determine its vending prices in accordance with the Service Competitive Market Declaration (CMD) guidelines.
2. *Rate Approval.* The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner will prominently post all rates for goods and services provided to the visiting public. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

C. Evaluations

1. *General.* The Service and the Concessioner are both responsible for inspecting and monitoring concession operations, including the Concession Facilities, with respect to Service policy, applicable standards, authorized rates, safety, public health, effects on cultural and natural resources, and visitor concerns and reactions.
2. Periodic Inspections.
 - a. The Superintendent's representative(s), normally the Concessions Management Specialist, will conduct periodic inspections of Concession Facilities and operations to ensure conformance to operational standards established in Service policies and guidelines. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner can accompany the Service evaluator.
 - b. The Service reserves the right, in accordance with the CONTRACT, to enter the Concession Facilities and operations at any reasonable time for inspections or when otherwise deemed necessary.
3. Health and Safety Inspections.
 - a. The Concessioner's Safety and Health Official has the primary responsibility for health and safety inspections of the Concessioner's assigned area, facilities, and concession operations. The Concessioner's Safety and Health Official will ensure employee compliance with health, fire, and safety code regulations, and Service policies and guidelines. The Concessioner's Safety and Health Official will perform periodic interior and exterior safety inspections of all Concession Facilities and operations, in accordance with its documented Risk Management Plan.
 - b. The Area Concessions Management Specialist and Area Safety and Environmental Program Specialist will conduct at least one annual comprehensive safety and occupational health evaluation.

D. Staffing and Employment

1. Concessioner Hiring.
 - a. The Concessioner will comply with the requirements in Section 4(a) of the CONTRACT.
 - b. The Concessioner will hire a sufficient number of employees to ensure satisfactory services during shoulder, as well as peak, visitor seasons.
 - c. Drivers of Concessioner-owned trucks or passenger carrying vehicles will have a valid operator's license for the size and class of vehicle being driven. They will also meet any additional state requirements established for the vehicle driven or passengers carried.
2. Employee/Staffing Practices.

- a. Employees routinely interacting with the general public will wear a uniform with a personal name tag. Uniforms will consist, at a minimum, of a shirt or blouse of a standard design and color for employees doing a similar job. If hats are worn by public contact employees, they will be of a standard design and color for employees doing a similar job. The personal nametag must include the name of the employee and the name of the Concessioner or the name of the employee if the name of the Concessioner is included on the uniform shirt or hat. If any type of non-uniform outerwear is worn by employees during periods of inclement weather, the name tag must be worn on the outerwear and a uniform hat must be provided to identify the employee. The Concessioner will submit a sample of the initial proposed uniform and any proposed changes to the uniform to the Superintendent for approval prior to purchasing the items.
 - b. The Concessioner will establish and enforce written uniform and personal appearance standards for its employees to ensure that employees dealing with the public present a neat, clean, and otherwise attractive personal appearance.
 - c. The Concessioner will ensure that employees project a hospitable, friendly, helpful, positive attitude and are capable of and willing to provide visitor assistance. The Concessioner will take appropriate steps to enforce these rules.
3. Concession Staffing.
- a. The Concessioner will provide adequate staffing at the Concession Facilities to ensure that visitors are greeted and receive assistance in a timely manner and that phone calls are answered promptly.
 - b. Staff will be trained to provide friendly service to the public, provide accurate information about Concessioner services, and answer common questions about the Area.
4. Service Employees and Families.
- a. The Concessioner will not employ in any status a Service employee, his/her spouse, or minor children of Service employees without the Superintendent's approval. Employees must submit a written request to the Superintendent. The Concessioner will not employ in any status the spouse or children of the Superintendent, Assistant Superintendent, Concessions Management Specialist, Regional Public Health Consultant, or Safety Manager.
5. Employee Training.
- a. The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

- b. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide the Service with a written description of the Concessioner's orientation and job training program for its employees, as well as any guidelines or operational manuals provided to employees. This Concessioner's orientation and job training program will include, but is not limited to, the following:
 - (i) Area regulations and requirements that affect the employment and activities of employees while residing and working in the Area.
 - (ii) Hospitality and customer service training for employees who have direct visitor contact.
 - (iii) Visitor information training to employees who interact with the public to enable these employees to provide basic, accurate information about the Area.
- c. The Concessioner is encouraged to schedule employees to participate in training opportunities provided by the Service which are open to Concessioner employees, including the seasonal training for Division of Resource Education employees and volunteers. The Service will endeavor to provide training for Concessioner employees pertaining to Area resources and issues on-site at the store at a mutually convenient time at least once per season.

E. Visitor Information and Resource Education

1. *General.* The Concessioner's management employees and supervisors will be familiar with the Area's Comprehensive Resource Education Plan, which the Service will provide to the Concessioner. The Concessioner will use this plan as a guide to providing visitor services in a manner that supports the interpretive themes, goals, and objectives described in this document. The Concessioner has an opportunity, and is expected, to support the Area's resource education objectives wherever practical and appropriate.
2. *Visitor Information.* In the event that an employee cannot accurately answer a visitor question about the Area, the employee will refer the visitor to other sources such as another Concessioner employee, the Area visitor centers, or the Area's general information telephone number.

F. Wildlife

1. The Concessioner will conduct its operations in such a manner as to minimize adverse impacts on wildlife. Feeding wildlife and not storing food items in bear-proof facilities is strictly prohibited. Also, disposing of food scraps in the Area is strictly prohibited. The Concessioner is responsible for educating employees and guests about this prohibition.
2. The Concessioner will ensure that its employees are familiar with the Area's Bear Management Guidelines. The Concessioner will report bear activity to the Area

Communications Center immediately and will also complete a Bear Management Report Form, which will be mailed or faxed to the Wildlife Biologist as soon as practical after the activity.

G. Method of Payment

1. The Concessioner will accept the following as payment for all services, except that only U.S. currency must be accepted for vending machines:
 - a. U.S. currency
 - b. Cashier's checks and traveler's checks with proper identification
 - c. Major credit cards (to include, at a minimum, Visa and MasterCard)

H. Accounting Procedures for Sales

1. The Concessioner will use an accounting method for sales (excluding vending) that allows for verification of sales and associated gross receipt figures reported by the Concessioner. An acceptable method must allow an audit to correlate the Concessioner's record of sales with a numbered receipt or ticket issued to the customer. The receipt or ticket issued to the customer must include, at a minimum, the following information:
 - a. Concession name
 - b. Date
 - c. Service/product purchased and quantity
 - d. Unit and total price
 - e. Sales tax
2. The preferred accounting method is a cash register with audit tape and receipt for issue to the customer. Alternate methods that might be acceptable are numbered duplicate cash receipts or numbered tickets. The Concessioner shall submit the proposed method for accounting for sales to the Service for approval no later than the effective date of this CONTRACT and at least 60 calendar days in advance of any proposed changes.
3. The Concessioner will maintain a record of sales during the term of this CONTRACT, and for at least three years after the expiration or termination of this CONTRACT.

I. Visitor Comments and Complaint

1. *General.* The Concessioner will investigate and respond to all visitor complaints about Concessioner services and operations.
2. Comments or complaints received by the Service will be handled as follows:
 - a. The Service will forward any complaints it receives about the Concessioner's operations to the Concessioner within 14 calendar days of receipt of the complaint or comment by the Service.

- b. The Concessioner will provide the Service with a copy of its investigation and response to the visitor within 14 calendar days of receiving the complaint from the Service.
3. Comments or complaints received by the Concessioner will be handled as follows:
 - a. Area Visitor Comment Forms will be available by the Concessioner at Great Smoky Mountains Institute at Tremont sales area and Cades Cove Visitor Center. These forms will be offered to visitors who express an interest in registering a complaint or comment about the Concessioner or Area. The Concessioner will submit completed forms to the Concessions Management Specialist as soon as possible after completion. At Sugarlands Visitor Center and Oconaluftee Visitor Center, visitors who express an interest in registering a complaint or comment will be referred to the visitor center desk in the same building where Area Visitor Comment Forms will be available.
 - b. The Concessioner will provide the Service with any comments received by the Concessioner alleging misconduct by concession employees, pertaining to the safety of visitors or other Service employees, or concerning the safety of Area resources within 14 calendar days of receipt of the comment by the Concessioner.
 - c. The Concessioner will investigate and respond to all visitor complaints received by the Concessioner. The Concessioner will provide summaries of all visitor comments as part of the Monthly Contract Monitoring Report, including any resultant investigations and corrective measures.
 - d. The Concessioner will provide the Service with a detailed summary of completed visitor comment forms quarterly.
 4. Visitor Survey Data, to include all customer satisfaction data, collected by third parties that are provided to the Concessioner will be provided to the Service as follows:
 - a. The Concessioner will provide visitor comments that allege misconduct by concession employees, pertain to the safety of visitors or other Area employees, or concern the safety of Area resources to the Service within 14 calendar days of receipt of the comment by the Concessioner.
 - b. The Concessioner will provide all customer satisfaction data collected by third parties to the Service within 30 calendar days of receipt of this data by the Concessioner.

J. Risk Management Program

1. The Concessioner will provide a safe and healthful environment for all of its employees and visitors, in accordance with the Occupational Safety and Health Act of 1970 and the National Park Service Risk Management and Visitor Safety Guideline (DO-50).
2. The Concessioner will develop, maintain, and implement a documented safety program ("Risk Management Program"), as outlined in existing Service guidelines, less any specific elements of the plan that have been waived in writing by the

Superintendent. An initial submittal and request of approval of this plan will be made to the Superintendent within 90 calendar days of CONTRACT execution. Subsequent revisions or updates to this plan will be submitted annually by March 1.

K. Environmental Management Program

1. The Concessioner will develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) in accordance with Section 6 of the CONTRACT.
2. The Concessioner will submit the initial EMP within 60 calendar days of the effective date of the CONTRACT and updates will be submitted annually no later than March 1.

IV. SERVICE SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner will provide services in a consistent, environmentally sensitive, quality manner. Standards provided by current Service concession management guidelines are Service minimums. The Concessioner will make every effort to exceed these standards. The Concessioner will monitor its operations to ensure it meets quality standards.

A. Required and Authorized Services

1. Required Services.

Visitor Convenience Items: Limited to items approved by the Superintendent*	All locations
Vending: Soft drinks and bottled water	Oconaluftee and Sugarlands Visitor Centers and the Great Smoky Mountains Institute at Tremont
Vending: Feminine hygiene products	Cades Cove, Oconaluftee, and Sugarlands Visitor Centers

*A list of currently approved items that the Concessioner is required to sell is included as Attachment 1 to this Operating Plan.

2. Authorized Services.

Vending: Soft drinks and bottled water	Cades Cove Visitor Center
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B. Merchandising

1. *General.* The Concessioner’s retail operation will comply with the most recent concession management guidelines for retail operations, as established by the Service. Current guidelines are available in the National Park Service Management Policies in Section 10.2.4.5, which is available in Appendix H of this Prospectus document.

2. Vending – Soft Drinks and Bottled Water

- a. The Concessioner will sell soft drinks and bottled water by vending machine at Sugarlands Visitor Center, Oconaluftee Visitor Center, and the Great Smoky Mountains Institute at Tremont.
- b. The Concessioner may, upon completion of vending area and approval of the Superintendent, sell soft drinks and bottled water at Cades Cove Visitor Center.
- c. The number of vending machines approved for each location is as follows:
 - (i) Sugarlands Visitor Center: 6 machines
 - (ii) Oconaluftee Visitor Center: 2 machines
 - (iii) Great Smoky Mountains Institute at Tremont: 2 machines
 - (iv) Cades Cove Visitor Center: To be determined upon completion of vending area and Superintendent approval
- d. Vending machines will be kept in good operating condition and prices will be clearly marked for each item.
- e. If a vending machine is out of service for any reason, the Concessioner will post a neatly printed sign advising the public that the machine is out of order.
- f. The Concessioner will keep vending machines adequately stocked with products to avoid running out of any individual selection. At busy locations, this may require restocking machines daily or more frequently.
- g. If possible, the Concessioner, in consultation with the Service, will install vending machines with a custom designed front panel with photography or artwork representative of Area attractions or scenery.

3. Vending – Feminine Hygiene Products

- a. The Concessioner will sell feminine hygiene products by vending machine in the women's public restrooms at Sugarlands Visitor Center, Oconaluftee Visitor Center, and Cades Cove Visitor Center.
- b. The number of vending machines required for each women's restroom at each location specified above is 1 machine.
- c. Vending machines will be kept in good operating condition and prices will be clearly marked for each item.
- d. If a vending machine is out of service for any reason, the Concessioner will post a neatly printed sign advising the public that the machine is out of order.
- e. The Concessioner will keep vending machines adequately stocked with products to avoid running out of any individual selection. At busy locations, this may require restocking machines daily or more frequently.

4. Visitor Convenience Items.

- a. The Concessioner will sell visitor convenience items the Superintendent determines are necessary for the comfort and convenience of visitors. Specific items to be sold must be approved by the Superintendent. A list of currently approved items that the Concessioner is required to sell is included as Attachment 1 to this Operating Plan.
- b. The Concessioner will submit proposed new visitor convenience items for approval by the Superintendent at least 60 calendar days in advance of the proposed date to begin selling a new item.
- c. The Superintendent may require the Concessioner to submit a sample or photographs of any items prior to approving these items.
- d. The Concessioner will request approval by the Superintendent at least 30 calendar days in advance of discontinuing any previously approved visitor convenience item.
- e. Visitor convenience sale items will be neatly displayed and clearly marked with the selling price.
- f. Customers will be offered a sales receipt for purchase of visitor convenience items.

V. UTILITIES

A. Concessioner

1. *All locations except Cades Cove Visitor Center.* The Concessioner is responsible for contracting with independent suppliers to provide electrical service and telephone service, if the Concessioner wants to have telephone service. The Concessioner is responsible for the direct payment to these suppliers.
2. *Cades Cove Visitor Center.* The Concessioner will be responsible for paying for a portion of the cost of the propane used to power the propane powered generators at Cades Cove Visitor Center. No commercial telephone service is currently available for the Cades Cove Visitor Center location and there is no cellular telephone service in this area. The Concessioner may, with the approval of the Service, obtain telephone service by other available methods such as satellite telephone. The Concessioner will be responsible for direct payment for this type of telephone service. There is a Park radio at the Visitor Center that would be available to the Concessioner for emergency calls.

B. Service

1. *Cades Cove Visitor Center.* The Service will provide limited electrical power to the Concessioner's assigned facilities by means of propane powered generators. Great Smoky Mountains Association currently purchases the propane used to power the generators. If another Concessioner operates at this location, they would be responsible for paying for a portion of the propane used. No commercial electrical service is available in this area.

C. Maintenance Responsibilities

Maintenance responsibilities are described in the Maintenance Plan in Exhibit G of this CONTRACT.

VI. PUBLIC INFORMATION

A. Public Statements

The Concessioner will forward all media inquiries concerning concession operations or service within the Area to the Area's Public Affairs Office.

B. Promotional Material and Required Statements

1. Promotional Material

- a. Approval. The Superintendent must approve all promotional material specifically related to concession services prior to any use, including publication, distribution, and broadcast. The Concessioner will contact a Service representative well in advance to establish specific time frames for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.
- b. Distribution. Promotional material distributed within the Area is restricted to services and facilities within the Area, unless the Superintendent approves exceptions.
- c. Display. The Concessioner may display promotional material at approved locations within Area visitor centers, as well as within the Concession Facilities.
- d. Changes. The Concessioner will submit brochure text and layout changes of promotional materials specifically related to concession services to the Superintendent for review and approval at least 30 calendar days prior to printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 calendar days.
- e. Area Publications. The Area's free newspaper for Park visitors, *Smokies Guide*, includes information on Concessioner-operated Facilities within the Area.

2. Required Statements

- a. Authorization. Advertisements specifically related to concession services will include a statement that the National Park Service and the Department of the Interior authorizes the Concessioner to serve the public in Great Smoky Mountains National Park.
- b. Equal Opportunity. Advertisements for employment will state that the company is an equal opportunity employer.

VII. PROTECTION, SECURITY, AND EMERGENCY ASSISTANCE

A. Visitor Protection

1. Concessioner Responsibility

- a. Private Security. The Concessioner may, but is not required to, employ private security personnel to enforce the Concessioner's employee policies within the Concession Facilities. If the Concessioner elects to employ private security personnel, the Concessioner will notify the Service.
 - (i) Authority. Concessioner-employed security personnel have only the authority of private citizens in their interactions with Area visitors and employees. They have no authority to take law enforcement action or carry firearms.
- b. Reporting of Criminal Violations. The Concessioner will immediately report any suspected criminal violations to the Area Communications Center by telephone or radio.

2. Service Responsibility.

- a. Authority. The Service has exclusive jurisdiction on the Area lands in the state of Tennessee where the Concession Facilities are located. The Service has concurrent jurisdiction on the Area lands in the state of North Carolina where the Concession Facilities are located.
- b. The Service provides resource, employee, visitor protection, and conducts law enforcement patrols within and in the vicinity of the Concessioner's assigned area.
- c. Visitor protection will be provided primarily by the Service with the assistance of other federal agencies as required.

B. Fire Protection

1. *Concessioner Responsibility*. The Concessioner will immediately report all structural fires within the Concession Facilities to the Area Communications Center.
2. *Service Responsibility*. The Service will be responsible for structural or wild land fire responses.

C. Emergency Medical Care and Search and Rescue

1. Concessioner Responsibility

- a. The Concessioner's employees may be the first on the scene of an accident or other emergency situation within the Concession Facilities, but in no way will impede the operation of Service medical or law enforcement responders.
- b. The Concessioner will assist the Service by communicating with the Park Communications Center to request assistance and by providing timely and accurate information about the emergency situation.

2. *Service Responsibility*. The Service is primarily responsible for emergency medical care and search and rescue in the Area, including the area where the Concession Facilities are located, and will respond to emergencies in as timely a manner as is practicable.

VIII. REPORTING REQUIREMENTS

A. Concessioner

1. *Monthly Contract Monitoring Report.* By the 15th of each month, the Concessioner is required to submit a Monthly Contract Monitoring Report to the Service that includes, but is not limited to, the following information about the services provided by the Concessioner:
 - a. Gross receipts for visitor convenience items, vending machine sales of soft drinks, bottled water, feminine hygiene products listed by location
 - b. Days closed due to weather
 - c. Significant visitor comments or complaints
 - d. Accidents or incidents, as defined in Section 2 below
 - e. Franchise fees paid
2. *Accident/Incident Reports.* With respect to the assigned Area or the Concessioner's operations under this CONTRACT, the Concessioner will immediately report to the Concessions Management Specialist or the Area Communications Center any of the following:
 - a. Employee or visitor deaths
 - b. Employee or visitor injuries requiring more than minor first aid treatment
 - c. Incidents that could result in a tort claim against the United States
 - d. Property damage incident resulting in over \$300 in damage
 - e. Structural fire or wildfire
 - f. Motor vehicle accident or damage to a motor vehicle involving an employee or an employee's vehicle
 - g. Incident that affects the Area's natural or cultural resources
 - h. Known or suspected criminal violations
3. The Concessioner will also submit to the Superintendent annually by December 1st a summary report listing each incident meeting the criteria listed in Section 2 above for the current calendar year. The report will contain all pertinent information, including, at a minimum, the date of incident, name of involved person(s), nature of incident, type of injury/property damage, and employee lost days.
4. *Human Illness Reporting.* Any suspected outbreak of human illness, whether employee or guest, will be promptly reported to the Park's Concessions Management Specialist through the Area Communications Center. 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.
5. *Survey Response Data.* All customer satisfaction data collected by third parties for the Concessioner will be provided to the Superintendent within 30 calendar days of receipt. The Concessioner will, upon request, allow the Superintendent to review

supplemental information that supports the summary provided.

6. *Other Reports Required by the CONTRACT.* The table below summarizes some key due dates for reports and other submissions required by the CONTRACT. This list does not include all of the submissions required by the CONTRACT.

Report or Submission	Status	Due Date	Reference
Annual Financial Report	Annual	120 calendar days after the last day of Concessioner's fiscal year	Contract, Sec. 13(b)
Insurance documentation	Annual and as needed	By effective date of CONTRACT; March 1 thereafter and whenever coverage changes	Contract, Sec. 11(b); Exhibit I
Printed or Internet advertising (prior to publication or posting on Internet)	As needed	At least 30 calendar days in advance of publication;	Exhibit A, Sec. VI(B)
Environmental Management Program (EMP) updates	Annual	Within 60 calendar days of effective date of CONTRACT; March 1 thereafter*	Contract, Sec. 6(b); Exhibit A, Sec. III(N)
Risk Management Program	Annual	Within 90 calendar days of effective date of CONTRACT; March 1 thereafter*	Contract, Sec. 3(c), Exhibit A, Sec. III(J)
Employee Training Program	Annual	Within 60 calendar days of effective date of CONTRACT; March 1 thereafter*	Exhibit A, Sec. III(D)5
Method for accounting for sales	As needed	Within 60 calendar days of effective date of CONTRACT; 60 calendar days in advance of changes	Exhibit A, Sec. III(H)2
List and description of proposed merchandise items	Initial and as needed	60 calendar days in advance for new items and 30 calendar days in advance to discontinue items	Exhibit A, Sec. IV(B)4
Annual Incident Summary Report	Annual	December 1	Exhibit A, Sec. VIII(A)3
Franchise Fee payments (monthly payments)	Monthly	15th of Month	Contract, Sec. 10(b)

** If there are no changes for a particular year, a letter from the Concessioner to the Superintendent stating no changes may be provided in lieu of a plan.*

7. The Concessioner will submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner will also submit to the

Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

8. The Director from time to time may require the Concessioner to submit other reports and data about its performance under the CONTRACT or otherwise, including, but not limited to, operational information.

Approved effective, _____200__

By: _____

Superintendent

Great Smoky Mountains National Park

APPROVED VISITOR CONVENIENCE ITEMS

Item
Backpacker's trowel
Batteries
Blank videotapes
Bottled water
Compass
Digital memory cards and media
Disposable Cameras
Emergency blanket
Feminine Hygiene Products
Film
First Aid Kit
Flashlight
Health items (Single dose packets of analgesics, stomach remedies, travel sickness medicine)
Matches
Poncho
Postage stamps
Survival kit
Telephone card activation
Videotapes
Water bottle carrier