

**EXHIBIT B**

**OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between the Concessioner (Concessioner) and the National Park Service (Service) describes the Concessioner's and the Service's operating responsibilities regarding those lands and facilities in Blue Ridge Parkway (Area) that are assigned to Concessioner for the purposes the Contract authorized.

When there is any conflict between the Contract terms and this Operating Plan, the Contract terms, including its designations and amendments, will prevail.

After consulting with the Concessioner, the Superintendent will review this plan annually and revise it as the Superintendent of the Area decides is necessary. Any revisions may not conflict with the main body of this Contract. Any revisions must be reasonable and further the Contract's purposes.

## 2) DEFINITIONS

**Concession Facilities.** The term "Concession Facilities" means the same as it does in the main body of the Contract.

**Days.** "Days" mean calendar days, unless specified otherwise.

**Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product-recycled content including post-consumer material, amount of product packaging, energy, or water conserving features of the product, product recyclability, and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

**Environmental Purchasing.** Buying environmentally preferable products.

**Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

**Recycling.** Producing new products or materials from previously used and collected materials.

**Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated approved, may be amended, supplemented, or superseded throughout the Contract term. Service Policy includes, for example, NPS-48. Service Policy is available on request from the Service.

**Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

**Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

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

- (1) *General Manager*. The Concessioner must designate an on-site General Manager who has the following authority. Additionally, in the General Manager’s absence the Concessioner must designate a qualified acting General Manager
  - (a) Authority and managerial experience for operating the Concession Facilities and services required under the Contract;
  - (b) Must employ staff with the expertise and training to operate all services required and authorized under the Contract;
  - (c) Authority to act as a liaison in all concession administrative and operational matters within the Area; and,
  - (d) Responsible for implementing the Service’s policies and directives .

**B) Service**

The Superintendent manages the Area overseeing all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews, and coordinates, per Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services.

- (1) *Contact Information*. The Service gives the Concessioner a current list with all appropriate points of contact annually or as updates occur.

**4) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

**A) Schedule of Operations**

- (1) *Minimum Operating Season and Hours*. The Concessioner must provide the required services for Area visitors seasonally. The minimum operating season and hours for each service is identified below by location.
  - (a) Peaks of Otter Lodge. Minimum operating season is seven days per week from May 1 through October 31.

Service Type	Minimum Operating Hours
<b>Lodging</b>	Staffed Front Desk: 24 hours per day
<b>Food and Beverage</b>	Breakfast: 7:30 a.m. – 10:30 a.m. Lunch: 11:30 a.m. – 3:30 p.m. Dinner: 4:30 p.m. – 8:30 p.m. Lounge: 4:30 p.m. – 8:30 p.m.
<b>Retail (Gift Shop)</b>	9:00 a.m. – 5:00 p.m.
<b>Transportation (Sharp Top Shuttle)</b>	Hourly, 10:00 a.m. – 5:00 p.m., Wednesday to Sunday

- (b) Country Store. Minimum operating season is three days per week from May 15 through October 31. The Country Store and Sharp Top store must be closed on different days so that at least one of them is open seven days a week. The closed locations must have clear signage directing visitors to the open location.

Service Type	Minimum Operating Hours
<b>Retail</b>	10:00 a.m. – 4:00 p.m.

- (c) Sharp Top Store. Minimum operating season is three days weekly from May 15 through October 31. The Country Store and Sharp Top store must be closed on different days so that at least one of them is open seven days a week. The closed locations must have clear signage directing visitors to the open location.

Service Type	Minimum Operating Hours
Retail	10:00 a.m. – 4:00 p.m.

- (2) *Proposed Schedule.* The Concessioner must submit its proposed opening and closing dates, and hours of operations for each location and service, for the Superintendent's approval no later than **January 1** for the next season. The proposed schedule must include at a minimum the seasons and hours listed above. Once approved, the Concessioner must post all operating seasons and hours on-line and in the Concession Facilities.
- (3) *Emergency Operations*
- After Hours Emergencies. For "after hours" emergencies, the Concessioner must prominently display the emergency phone number at all of its Concession Facilities.
  - Closures or Cancellations. If there is a weather emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff identified on the contact list the Service provided. The Concessioner also must notify the Concession Management staff of unscheduled closures or cancellations for any non-weather events as soon as possible.
- (4) *Pre and Post Season Meetings.* The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations for the summer season. The Concessioner must attend a post season meeting with the Service to review the summer's operation and seasonal procedures.

## **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* The Concessioner's rates and charges to the public must follow Section 3(e) of the Contract, including without limit, the Service must approve the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination the Service specifies, using the methods stated below. As this Operating Plan uses, each specified method means the same as stated in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide"), as amended, supplemented, or superseded throughout the Contract term. A copy is available on the [NPS Commercial Services website](#).
- Lodging. Rates for rooms are set using the Competitive Market Declaration ("CMD") methodology.
  - Food and Beverage. Rates for menu items are set using the CMD methodology.
  - Merchandise. Rates for merchandise are set using the CMD methodology.
  - Convenience and Grocery. Rates for convenience and grocery items are set using the CMD methodology.
  - Electric Vehicle Charging Station. Rates are set using the CMD methodology. The Concessioner may discount these rates or offer the service as a reduced fee or free amenity to Peaks of Otter Lodge guests.
  - Transportation. Rates are based on CMD guidelines.
- (2) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- Rate Adjustment. The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
  - Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in Section 7.A of this Operating Plan and available data on the Concessioner's competitors.

- (c) Concessioner Rate Monitoring Plan. Within 60 days of the contract effective date, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the NPS. The concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
- Monitoring by service type
  - Competitors by service type
  - How it will track competitor pricing
  - What its strategy is for pricing against competitors
  - How it will monitor utilization
  - How it will monitor visitor satisfaction
- (d) Rate Monitoring Information. The concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned to its operational performance report.
- (3) *Published Rates and Compliance*
- (a) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services available to visitors. In the case of Comparability, Core, MSRP, and Markup, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service.
- (b) Rate Compliance Monitoring. The Service checks rate compliance during periodic operation evaluations and throughout the year. In the case of rates set through Comparability and Core methods, approved rates must remain in effect until superseded by changes approved in writing by the Service.
- (c) Published Rate Monitoring. The Concessioner must ensure no published rates exceed the maximum rate approved by the Service, which includes, but is not limited to, Concessioner website, Concessioner telephone reservations system, and third-party booking agents. Third-party companies (travel agencies, online booking engines, etc.) that are selling rooms or services for the Concessioner must sell those rooms or services at or below the Service-approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.

## **C) Purchasing**

- (1) *Competitive Purchasing*. The Concessioner may buy from a facility the Concessioner or parent company operates or owns if the product is comparable in quality and price to similar products from unrelated suppliers or manufacturers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

## **D) Evaluations**

- (1) *Concessioner Monitoring Program*. The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all of its Exhibits; and other operational performance standards 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. Specific inspection and testing requirements are described in later sections of this Operating Plan.

- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance per the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by 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 Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
  - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
  - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, per the Public Health Service procedures based upon the U.S. Food Code.
  - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating per the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation per the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections.* As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.

- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices, and per the current Service Concession Environmental Audit Program Operating Guide.
- (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the Contract term, but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.

## **E) General Policies**

### *(1) Facilities Use*

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract without written permission from the Service.
  - (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must follow current Service policies on smoking, including without limitation, [Director's Order 50D](#).
  - (c) Quiet Hours. Are 10:00 p.m. to 7:00 a.m. within all Concession Facilities, including employee housing.
- (2) *Guest Donation Program*. Should the Concessioner participate in this program the Concessioner must follow the [NPS Guest Donation Program](#) requirements found on the NPS Commercial Services website.
- (3) *Accessibility*. The Concessioner must follow all Applicable Laws regarding accessibility, including but not limited to the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA).
- (4) *External Regulatory Agencies*. The Concessioner must submit to the Service any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies as soon as possible, but not later than ten days after receipt by the Concessioner. External regulatory agencies are any agencies having authority over any facet of the Concessioner's operations or facilities in the Area.
- (5) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Directors Order \(DO\) 44, Personal Property Management Information Notice 05-01](#), and [41 C.F.R. §101-48](#).
- (6) *Vehicles Used in Connection with Operation*
- (a) Identification. The Concessioner must include its name and logo on every vehicle.
  - (b) Licensing, Insurance, Maintenance, and Registration. The Concessioner must properly register, license, insure, and maintain all Concessioner vehicular equipment used to perform services under the Contract per all Applicable Laws and with this Contract.
  - (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids in the maintenance area at Peaks of Otter Lodge. All other vehicle maintenance activities must take place outside the Area.
  - (d) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized



- manner. The Concessioner must always maintain egress in or out of the Service-approved designated area.
- (e) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner.
- (7) *Deliveries*. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (8) *Public Telephones*. The Concessioner must check public phones regularly to ensure they are in working order. Out-of-order phones must have a sign directing visitors to the nearest working unit, and the out-of-order phone must be promptly fixed. If no public telephone service is available, the Concessioner must offer guests a free alternative for emergency calls. House phones must be provided free of charge in public areas for guests to contact the front desk.
- (a) The Concessioner must remove non-functional pay phones and make repairs to walls, etc. where those phones were located.
- (9) *Interactions with Wildlife*
- (a) Feeding wildlife within the Area is prohibited.
  - (b) The Concessioner will not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
  - (c) The Concessioner and employees will notify the Area Park Ranger or the Wildlife biologist immediately regarding any issues with wildlife, especially bears.
  - (d) The Concessioner must manage all trash and food products in a manner that avoids attracting wildlife and does not allow wildlife (especially bears) access to food or trash.
- (10) *Visitor Satisfaction and Monitoring*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly states how visitors access the electronic version or provide an adequate supply of hard copy surveys. At a minimum, these surveys must include the Service standard "[Visitor Satisfaction Survey – Required Questions](#)" as provided on the NPS Commercial Services website. The Concessioner must submit its plan for this system within **30 days of the Contract effective date**.
- (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
  - (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or 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.
  - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
  - (d) The Concessioner must provide the Service with a monthly annual electronic report of survey responses including comments and complaints (from electronic and hard copy surveys) in a format to be defined by the Service. The monthly report is due by the 15th of the month following receipt, and the annual report is due on February 15. The Concessioner must provide individual comments upon request.

- (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

## F) Human Resource Management

- (1) *Employee Identification*. At a minimum, the Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees.
- (2) *Employee Hiring Procedures*
- (a) Drug-free Awareness and Testing Program. The Concessioner must 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. The Concessioner must establish an appropriate employee drug-testing program. The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position such as one with access to room keys, to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Blue Ridge Parkway Dispatch Center at (828) 298-2491.
- (b) Background Checks. The Concessioner must ensure background checks are performed on all employee hires as appropriate for the position. These may include: wants or warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner cannot hire someone showing any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Chief Ranger, upon request, the background investigations conducted on employees. Employees must allow such a possible release of information as a condition of hire.
- (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven. All drivers for the Sharp Top Shuttle must have a valid Commercial Driver's License.
- (d) Service Employees. The Concessioner must not employ in any status an Area employee, his or her spouse, or a minor child, without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, Concession Assistant, or Safety Officer.
- (3) *Training*. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
- (b) Job Training Program. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, the Concessioner's Risk Management Program, and responsibilities for performing employee duties. Training must include the following, in addition to job-specific skills training:
- Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
  - Hospitality and Customer Service Training. The Concessioner must provide hospitality and customer service training for employees who have direct visitor contact.

- Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services.
  - Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to follow Applicable Laws, including without limitation the current edition of the Food Code as published by the U.S. Food and Drug Administration.
  - Safety Training. The Concessioner must train its employees according to the training requirements in its Risk Management Plan.
  - Environmental Training. The Concessioner must train its employees according to the training requirements in its Environmental Management Program
  - Emergency Medical Training. The Concessioner must ensure staff involved with transportation have a current CPR and First Aid (or higher) certification on file, and available to the Service upon request. The Concessioner is encouraged to allow all other employees to attend emergency medical training, including CPR and First Aid courses.
  - Wildlife, Fish, and Vegetation Management. The Concessioner will provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods.
  - Service Provided Training. The Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
- (4) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity.
- (5) *Employee Appearance and Attitude*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Employees in direct contact with the public must wear uniforms or standardized clothing with personal nametags that are easy to read in a variety of lighting environments. All employees must be capable of and willing to answer visitor's questions about their position with the Concessioner and general Area information.
- (6) *Employee Conduct*. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or the Concessioner to be inconsistent with the proper administration of the Area and protection of visitors. The Concessioner must take all actions needed to correct fully any such situation. The Concessioner must clearly document in writing its expectation of employees. The Concessioner must establish and enforce acceptable standards of behavior, maintenance, and housekeeping commensurate with a quality living environment, the health, safety, and well-being of residents, and the protection of employee housing and common areas. The Concessioner must establish disciplinary protocols to deal with disruptive employee behavior, during or outside of work hours, including violations of Applicable Law. This protocol should include guidelines for disciplining employees that are repeat offenders, and for when removal is appropriate.
- (7) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169 *et seq.*, 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.

## **G) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of Virginia firearm possession laws regarding its visitors. The Concessioner should consult

the applicable state attorney general's office regarding relevant state firearms laws as well as Service Visitor and Resource Protection staff.

- (2) The Concessioner must provide for review and approval **within 60 days of the Contract effective date** to the Service its written policy stating how it will implement federal and state of Virginia firearm possession laws regarding its operation. The policy should also include a plan for management of public firearm possession regarding concession activities.
- (3) Concessioner employees must not possess firearms while on duty or within structures in the Area. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

## 5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate per the operating standards as provided on the [NPS Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

### A) Lodging

- (1) *Minimum Operating Standards.* The Concessioner must provide lodging service per the Midscale Lodging Standards (10-LGM).
- (2) *Exemptions or Additions to Lodging Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
18	Public Restrooms	Exemption	This standard is evaluated as part of Food and Beverage.
20	Internet	Addition	The Concessioner must provide free wireless internet for Peaks of Otter Lodge guests in common areas at a minimum. The Concessioner may provide paid wireless internet service to other non-guest visitors at Peaks of Otter Lodge.
26, 27, 28	Coin Laundry, ATM Machines, Drinking Fountains	Exemption	These standards do not apply.
76	Telephone Access	Addition	The Concessioner must provide public access to long distance service. In the absence of public or room telephones, the Concessioner must provide a method for guests to make and receive emergency calls at no charge. If there is a charge for non-emergency calls, rates must be submitted as part of the rate approval process.
83	Kitchenettes	Exemption	Kitchenettes are not offered in any lodging facilities.
102	Availability	Addition	The Concessioner must accept reservations on a 12-month forward rolling basis. In addition to the standard, reservation services must also be available in person (walk-up). The Concessioner must not overbook facilities or services unless there is a comparable or superior facility or service available at the original booking price. The Concessioner may implement a waiting list system, per which the visitor is not guaranteed, nor charged for, a reservation until a facility or service is confirmed as available.

## B) Food and Beverage

- (1) *Peaks of Otter Lodge Minimum Operating Standards.* The Concessioner must provide food and beverage service at the Peaks of Otter Lodge restaurant per Family Casual (10-FBF), Fast Casual (10-FBC), or Quick Service (10-FBQ) Food and Beverage Standards (10-FBC). The lounge will be evaluated under the same standards as the dining room. This information is found on the NPS Commercial Services website and the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Exemptions or Additions to the Peaks of Otter Lodge Food and Beverage Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-14	Facility – Exterior	Exemption	Evaluation of the exterior facility is included under the Lodging standards.
N/A	Menu Approval	Addition	Concessioner must submit its proposed menu for the first full operating year <b>no later than the Contract effective date.</b>

## C) Retail

- (1) *Minimum Operating Standards.* The Concessioner must provide retail service per the Retail Standards (10-RET).
- (2) *Exemptions or Additions to the Retail Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-10	Facility – Exterior	Exemption	Exterior facility standards for Peaks of Otter Lodge are evaluated under Lodging standards. Exterior facility standards for the Country Store and the Sharp Top Store are not evaluated as the Service maintains the exterior of the buildings.
22	Fitting Rooms	Exemption	Does not apply to any location.
50	ATM Machines	Exemption	Does not apply to any location.
53	General Merchandise	Addition	The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes. The Concessioner must submit the plan for approval no later than <b>120 days after the Contract effective date.</b> At a minimum, the plan must clearly describe the categories and types of products approved for sale.
54	Unacceptable Merchandise	Addition	In addition to the items listed in the standards, the Concessioner is prohibited from selling the following: any tobacco products or related items; artificial or live bait, fishing lures that contain lead; slingshots and paintball guns.

## D) Transportation

- (1) *Minimum Operating Standards.* The Concessioner may provide Sharp Top shuttle service per the Guided Land Tour Standards (10-GLA).
- (2) *Exemptions or Additions to Guided Land Tour Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-20, 21, 23-24	Ticket Office – Exterior; Public Areas – Interior; Emergency Lighting; Smoke Detectors; Fire Alarms and Pull Boxes	Exemption	Facility exterior and interior standards, and some safety related standards are assessed under other required services.
28-41	Maintenance Area/Building	Exemption	These standards do not apply.
68-70	Camping – Overnight Trips	Exemption	Camping-Overnight Trips are not required or authorized under the Contract.

### E) Electric Vehicle Charging Stations

- (1) *Location.* The Concessioner must operate electric vehicle charging stations (“EV Charging Stations”) located in the southwest parking lot behind Peaks of Otter Lodge.
- (2) *Availability.* The EV Charging Stations will be available for operation 24-hours per day during the lodge season on a first come first served basis.
- (3) *Maintenance.* The Concessioner must keep the stations clean and in good working order according to the manufacturer’s recommendations.
- (4) *Payment System.* The Concessioner may charge for this service but must obtain prior written approval from the Service of the proposed payment system.

### F) Hiker Shuttle Service (Authorized)

- (1) The Concessioner may offer Hiker Shuttle service from the Concession Facilities to Service approved destinations.
- (2) The Concessioner must follow all Applicable Laws regarding the operation of transportation equipment.
- (3) If the Concessioner chooses to offer a Hiker Shuttle, it must submit a plan including rates, routes, destinations, and hours of operation for Service approval before operating.

### G) Meetings, Catering, Weddings, and Special Events (Authorized)

- (1) *Group Bookings.* The Concessioner must submit for Service review and approval on an annual basis by **January 1** its policy for group bookings, (including weddings, family reunions and celebrations of life), meetings, special events and catering for the following year, including: how group bookings and exclusion of the general public will be balanced, where group lodging and events will be accommodated, how group dining will be handled, package rate offerings, and treatment of group commissions.
- (2) *Meeting Space.* The Service authorizes the Concessioner to rent out the Calvin Rice room and the downstairs Bridal Rooms for meetings and events.
- (3) *Special Events.* The Concessioner must submit to the Service a schedule of proposed special events that support Area themes. Per current Service Policy, the Service will review and approve proposed special events, on a case-by-case basis before the events are scheduled. Requests for special events must be submitted **at least 30 days before of their intended effective date.** All special events occurring outdoors within the Concessioner’s land assignment must follow the Service Special Use Permit conditions for the Area, available online or from the Concessions office.
- (4) *Catering events.* Catering events must not interfere with the general public’s enjoyment of the Area. The Concessioner must not use the Concession Facilities to provide catering services outside of the Area.
- (5) *Weddings.* The Concessioner is authorized to host wedding ceremonies on its assigned land. The Concessioner must submit for Service review and approval on an annual basis by **January 1** its policy for weddings, celebrations of life and other ceremonies. All weddings occurring outdoors

within the concessioner’s land assignment must follow the Service Special Use Permit conditions for weddings.

- (6) The Concessioner must work with the Service to develop and promote an active schedule of special events and programs tied to Area themes such as local music performances and craft demonstrations, fireside storytelling, sustainability, construction of the Parkway, night sky, and children’s activities.

**H) Employee Housing**

- (1) *Minimum Operating Standards.* The Concessioner may provide employee housing in up to four rooms of the traditional type, to be removed from lodging inventory to be used for the purpose of employee housing. There is a maximum of two employees per room. The housing must be provided per the Employee Housing Standards (10-EHO). The Concessioner must submit an Employee Housing Plan **within 60 days of the Contract effective date.**
  - (a) If the Concessioner provides employee housing, it must provide adequate meal plans, or cooking and food storage facilities where appropriate. The Concessioner must ensure that food storage facilities are vermin-proof.
  - (b) The Concessioner must designate a supervisor for employee housing and provide the supervisor’s name and contact information to the Service.
  - (c) The Concessioner must develop and implement a written employee housing policy and agreement. The content of the employee housing agreement and employee housing rules are subject to the Superintendent’s approval.
  - (d) The Concessioner must inform employees of Service regulations and policies related to living in the Area.
  - (e) The Concessioner may not allow pets in shared housing.
  - (f) The Concessioner must furnish employee rooms adequately to serve the number of occupants.
  - (g) Subletting housing units is prohibited.
  - (h) The Concessioner must manage its employee housing rental and meal program on a cost-recovery basis. The Concessioner must ensure that room and board charges do not exceed earnings because of mandatory work reductions.
  - (i) Employee Recreation Program. The Concessioner must offer a variety of appropriate transportation options and recreational activities for its employees living on the premises.
- (2) *Exemptions or Additions to Employee Housing Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
10	Trash/Recycling	Addition	The Concessioner must ensure employees using outdoor areas clear all food following each use.
50, 52	Towels, Soap/Shampoo	Exemption	These standards to not apply.
70	Approved Rates	Addition	The Concessioner must manage the room and board account for employees on a break-even account to the greatest extent possible. The Concessioner should ensure that employee room and board charges do not exceed earnings as a result of mandatory reduction of work.

**6) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must develop, maintain, and implement an Environmental Management Program (“EMP”) per Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#). The plan must be updated annually and given to the Area no later than **December 31**. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

## 7) RISK MANAGEMENT PROGRAM

### A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is per the Service Risk Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under Concessioner Tools. The Concessioner must submit an initial Risk Management Plan to the Service within **120 days of the Contract effective date** and no later than **December 31** annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

### B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release per Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain it in good condition. The Concessioner must provide these plans to the Service, upon request.

### C) Acknowledgement of Risk Forms

- (1) The Concessioner may require clients participating in activities or renting equipment to sign an Acknowledgement of Risk form. All the forms must follow the Service's requirements (as amended during the Contract term).
- (2) The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
- (3) **Within 60 days after the Contract effective date**, the Concessioner must submit to the Service for review and approval all Acknowledgement of Risk forms it proposes to require visitors to sign or use in its operations. The Concessioner must also submit to the Service for review and approval all proposed changes to any Acknowledgement of Risk forms previously approved by the Service. The Concessioner may not use any Acknowledgement of Risk forms which have not been approved by the Service.

## 8) PROTECTION AND EMERGENCY SERVICES

### A) Law Enforcement

- (1) *Concessioner Responsibilities.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.
- (2) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Service may require the Concessioner to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc.
- (3) *Service.* The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide law enforcement patrols of the Area during the operating season. The Service handles all violations of federal, state, county, or Service regulations or policies. The Service may call state or county officials to assist in some matters, but the office of the Chief Ranger or their authorized representative must accomplish this.

### B) Emergency Medical Care

- (1) *Training and Reporting.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
  - (a) Life-threatening emergencies: 911
  - (b) Non-emergencies: Blue Ridge Parkway Dispatch Center (828) 298-2491



- (2) *First Aid Supplies*. The Concessioner must maintain basic first aid supplies at all Concession Facilities. At least one employee certified in standard First Aid must be at Peaks of Otter Lodge during operating hours. The Concessioner must provide at least one AED. The Concessioner is encouraged to have at least one AED certified employee on site whenever the Lodge is open.
- (3) *Service Response*. The Service is responsible for emergency medical services. The Service will dispatch Rangers or other emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

## 9) UTILITY RESPONSIBILITIES

### A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service, including electricity, phone, internet, and propane. The Concessioner must pay these providers directly.
- (3) The Concessioner is not authorized to charge a utility add-on.

### B) Service

- (1) The Service provides water and wastewater service to the Concession Facilities per Director's Order 35B (DO-35B).
- (2) The Service will bill Concessioner per Service Policy, including DO-35B, which requires utility rates charged to the Concessioner reflect actual costs by the Service incurred.
- (3) The Service reviews its operating costs for utility systems and services annually and will notify the Concessioner in writing of the rates 90 days before implementing any change.
- (4) The Service may cease to provide a particular utility service if the service is commercially available, and the Service decides to switch to a commercial utility.

## 10) PUBLIC RELATIONS

### A) Required Notices

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

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

Please address comments to: Superintendent  
Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville, NC 28803-8686  
blri\_superintendent@nps.gov

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

### B) Public Statements

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

### C) Use of the National Park Service Authorized Concessioner Mark (Mark)

The Service has an approved National Park Service Authorized Concessioner Mark that it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark is the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must follow the use of the Mark guidelines as [NPS Commercial Services website](#) provides under Concessioner Tools.

### D) Social Media, Advertisements, and Promotional Material

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days before projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service before, to establish each project's specific timeframes.
- (2) *Social Media Postings, Comments, Photos, and Other Content.* All Concessioner social media content must be accurate, professional, and relevant to the concession operation or Area. Content with general information about the Area, the Concessioner, or the nearby communities does not require the Service's pre-approval. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages regularly and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of the social media site for Service approval at least **two weeks** before making the site accessible to the public.
- (3) *Material.* All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications.* If the Service requests, the Concessioner must store and distribute Service-published information.
- (5) *Statements*
  - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Blue Ridge Parkway: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) in (area name)."
  - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising per the Contract, Exhibit C (Nondiscrimination).

## 11) VOLUNTEERS IN PARKS PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

## 12) REPORTING REQUIREMENTS

### A) Operational Reports

- (1) *Employee and Management List.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers by **May 1** of each year and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reporting.* The Concessioner must immediately report the incidents listed below through the Blue Ridge Parkway Dispatch Center at (828) 298-2491 and notify the Concessions Specialist at [BLRI\\_Concessions@nps.gov](mailto:BLRI_Concessions@nps.gov) within 48 hours.
  - (a) Any fatalities and any visitor-related accidents or incidents.

- (b) Property damage estimated to be over \$500.
  - (c) Employee or visitor injuries requiring more than minor first aid treatment.
  - (d) Any fires.
  - (e) Any motor vehicle accidents.
  - (f) Any incident that affects Area resources.
  - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or visitors, to the Concession Specialist at [BLRI\\_Concessions@nps.gov](mailto:BLRI_Concessions@nps.gov) or (828) 348-3408 and the US Public Health Consultant. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as federal, State, and local rules and regulations require. At a minimum, spills must be reported to the Blue Ridge Parkway Dispatch Center at (828) 298-2491 and to [BLRI\\_Concessions@nps.gov](mailto:BLRI_Concessions@nps.gov).
- (5) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys the Concessioner will conduct. The Service must approve these surveys in writing before the Concessioner's use. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt.**

## **B) Operational Statistics by Service Type**

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due by **December 31**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Lodging.* Provide the following information for each lodging location separately.
  - (a) Rooms available and rooms occupied
  - (b) Average daily room rate
  - (c) Total guest count
  - (d) Average length of stay
  - (e) Turn away demand for days during that month and reason
- (2) *Food and Beverage.* Provide the number of covers served for breakfast, lunch, and dinner, with corresponding revenues and average check.
- (3) *Retail.* Provide the following information for each retail outlet separately.
  - (a) Total revenue and revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel)
  - (b) Total number of transactions, average transaction
- (4) *Transportation.*
  - (a) Revenue by each tour type
  - (b) Total number of tours and number of visitors for each tour
- (5) *Employee Housing.* Number of beds available and number of beds occupied.

## **C) Financial Reports**

Besides the Annual Financial Report (AFR) the Contract requires, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. The Superintendent must agree on the report format must be agreed when the Contract begins.

- (1) *Monthly Reports*
  - (a) Remittance Report. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.
  - (b) Component Renewal Reserve Report. No later than the **15th of the following month**, the Concessioner must report on the Component Renewal Reserve for the preceding month.
- (2) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (3) *Financial Forecast*. Pre-season financial forecast for each business activity compared to annual budget. The Service will preapprove the format used and the due date.

#### D) Other Reporting

- (1) *Visitor Demographic Data*. The Service may request the Concessioner to provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data*. The Service may request the Concessioner provide availability and occupancy data and potentially provide booking data through platforms other than the Concessioner's reservation system, like through Recreation.gov. The Service will work with the Concessioner on the data sharing and appropriate application programming interfaces.

### 13) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

Title	Schedule	Due Date(s)
Acknowledgement of Risk Forms	Initial, Revisions	Within 60 days after Contract effective date
Advertisements & Promotional Material	As Necessary	At least 30 days before projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Annual Rate Change Requests	Annual	NLT January 1
Balance Sheet	Initial	Within 90 days after Contract effective date
Budget	Annual	TBD
Component Renewal Reserve Report	Monthly	NLT 15 <sup>th</sup> of the following month
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Employee Housing Plan	Initial	Within 60 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Financial Forecast	Annual	TBD
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Merchandise Plan	Initial	NLT 120 days after Contract effective date
Operational Reports	Annual, Monthly	NLT December 31 annually; NLT 15 <sup>th</sup> of the following month

Title	Schedule	Due Date(s)
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Menu	Initial	NLT Contract effective date; NLT January 1
Proposed Opening/Closing Dates	Annual	NLT January 1
Remittance Report	Monthly	NLT 15 <sup>th</sup> of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date

**Note:** Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

**Effective, January 1, 2025**