

**EXHIBIT B  
OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between **INSERT CONCESSIONER NAME** (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Blue Ridge Parkway (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

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

## 2) DEFINITIONS

**A) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

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

- (1) Designate an on-site general manager who:
  - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
  - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
  - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.

### B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services and facilities.
- (3) Review and approval of rates charged for all commercial services.

**4) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

**A) Schedule of Operations**

(1) Minimum operating season and hours are as follows:

Operating Season	Service	Minimum Operating Hours
April through December	Craft Sales	10:00 a.m. to 5:00 p.m.
January through March	Craft Sales	11:00 a.m. to 5:00 p.m.

(2) *Normal Operations.*

- (a) The Concessioner must submit proposed hours of operation and closure dates (holidays) for all locations to the Service no later than January 1 for the next season, which must include at a minimum the hours as listed above.
- (b) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.
- (c) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner will notify the Service by contacting the Service’s Communication Center (1-800-PARKWATCH (1-800-727-5928)). The Concessioner also must notify the Concessions Management Division of unscheduled closures, as soon as possible.

(3) *Annual Meetings.* The Concessioner must meet with the Service annually, within 60 days of December 31, to review the previous year’s operation, review Operating and Maintenance Plans and to discuss planned operations for the upcoming year season. The Service will present Service projects potentially affecting the concession operations.

**B) Rate Determination and Approval Process**

(1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of 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 is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide (“Rate Administration Guide”), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the [NPS Commercial Services website](#).

(a) *Craft Sales.* Rates will be determined using manufacturer’s suggested retail price (MSRP), or if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price.

(2) *Discounted Items.* If the Concessioner offers an item or service at less than optimum condition, the item or service will be discounted. This should not be construed to condone shortages or “running out” of items on a regular basis and should be used only in unavoidable situations.

**C) Purchasing**

(1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

(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 in accordance with 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) 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 fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (d) 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 in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (e) 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 in accordance with 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 term of the Contract 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.

## E) General Policies

### (1) *Facilities Use*

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Staffing. The Concessioner must staff the Folk Art Center adequately to meet demand during both peak and off-peak periods
- (c) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking and comply with Director's Order 50D regarding the Service's policy on smoking<sup>1</sup>.

(2) Credit Cards. Major credit cards will be honored. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.

(3) Public Restrooms. The Concessioner must keep all public restrooms clean, well-stocked, and available to the public during staffed operating hours.

(4) Lost and Found. The Concessioner must establish and provide an effective program for handling lost and found or unattended property in the concession facilities. This program must integrate with the Area's existing 'lost and found' system and must conform to Service guidelines found in D.O. 44 Sec 10.34, or 36 C.F.R. 2.22. The Service will provide the most recent version and any updates. The Concessioner may give lost and found items to the Service via the Eastern National store. If the Concessioner holds lost and found items, it must maintain a centralized location to store all lost and found items. The Concessioner must provide the Service a written description of the rules for and method of implementing the initial 'lost and found' program within 30 days of the effective date of Contract. The Concessioner must provide written changes to the program to the Service in advance of implementation.

### (5) *Vehicles*

#### (a) Licensing, Insurance, Maintenance, and Registration

- The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes and painting must take place outside the Area.

(b) Identification. Concessioner must identify all Concessioner owned vehicles with the Concessioner name and logo.

(c) Parking. The Concessioner must ensure that its employees park in the areas designated for such purposes.

### (6) *Interactions with Wildlife*

- (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.
- (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.

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<sup>1</sup> <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>

- (c) The Concessioner may not sell merchandise such as bird or other small animal feeders, or plant material or plant seed of any kind within the Area.
  - (d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie, and store all solid waste from its operations in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, bear-proof and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). Recycling containers must be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers.
  - (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife, especially bears.
- (7) *Signs.* All signs must be professionally made (and not hand-printed) and securely attached.
- (8) *Visitor Comments.* The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards at check-out stations/point of sales registers.
- (a) The Concessioner must investigate and respond to all visitor comments regarding its services **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
  - (b) The Concessioner promptly must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
  - (c) The Service will forward to the Concessioner any comments received regarding Concession Facilities or services, and respond as required for all visitor comments and complaints as stated in subparagraph (a) above. The Service will forward to the Concessioner copies of its responses.
  - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

## F) Human Resource Management

- (1) *Employee Identification and Appearance.* The Concessioner must ensure that all employees in direct contact with the public wear a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded). The Service will approve initial uniform standards and any changes.
- (2) *Firearms:* Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, 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 Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (3) *Employee Hiring Procedures*
  - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

- (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
- (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/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 must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (e) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (4) Training: The Concessioner *must* provide appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
- (c) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
- Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
  - Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
  - Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose, including, but not limited to the contents of Appendix D, Blue Ridge Parkway Interpretive Themes.
  - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (5) Orientation. The Concessioner must provide mandatory orientation and training for its employees.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
- (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
- (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
- (d) The Concessioner may request Service staff present certain topics of interest.
- (6) Employee Handbook. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must forward an updated copy to the Service 30 days prior to release.
- (7) Employee Responsibilities. The Concessioner must require that their employees adhere to all Federal and State laws at all times.
- (8) Organized Labor Activity The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for

collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

### **G) Interpretive Services**

#### *(1) Personal Interpretive Services*

- (a) Employee Knowledge. Employees must demonstrate their knowledge of the Service, its mission and values and the cultural and natural resources in the Area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions.
- (b) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.

#### *(2) Non-Personal Interpretive Services*

- (a) Locations. The Concessioner must integrate Area interpretive themes (a reference in Appendix D, Blue Ridge Parkway Interpretive Themes) into the interior decor of the Folk Art Center. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks. Displays and activities must not interfere with the Concession operation.
- (b) The Concessioner must install educational signage explaining the processes used to create the products being sold.

#### *(3) Museum*

- (a) The Concessioner may dedicate space within the Folk Art Center to a museum that displays objects and media relevant to the history of craft work in the Appalachian region.
- (b) If the Concessioner chooses to dedicate space within the Folk Art Center to a museum, it must submit a description of the space, types of objects and media to be displayed, and how often the displays will be changed to the Service and receive written approval from the Service before creating the museum.
- (c) If museum displays rotate, the concessioner must submit a proposed schedule of exhibits with descriptions, to Service and receive written approval from the Service, at least 30 days before installation.

#### *(4) Library*

- (a) The Concessioner may dedicate space within the Folk Art Center to a library containing reference materials on folk art, and traditional Appalachian culture.
- (b) If the Concessioner chooses to dedicate space within the Folk Art Center to a library, it must submit a proposal including a description of the topics and media included, check-out policies and hours of operation, to the Service, and receive written approval from the Service before creating the library.

## **5) SPECIFIC OPERATING STANDARDS AND GUIDELINES**

### **A) General**

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

### **B) Craft Sales**

- (1) *Minimum Operating Standards*. The Concessioner must provide retail service in accordance with 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
22	Fitting Rooms	Exemption	Does not apply.
50	ATM Machines	Exemption	Does not apply.
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.

- (3) *General.* The craft sales services provided by the Concessioner must comply with current Service requirements. For the purposes of this Operating Plan, Craft Sales are limited to the sale of handicraft merchandise as described herein. The Service has the right to review and approve all handicraft merchandise sold in the Area and may require the Concessioner to remove items determined to be inappropriate and unacceptable for sale.
- (4) *Handicraft Merchandise Sales.*
  - (a) The Folk Art Center was developed as a venue for promotion of the Folk Art of the Appalachian region. Therefore, all handicraft merchandise sold by the concessioner must reflect the following definition of Appalachian Folk Art:
    - Be handmade or must be made using only simple tools. Additionally, this merchandise must have been made using traditional skills and use of these skills must be a traditional way that the goods were made. If some items were made in a production process the merchandise made in this process must have a significant handmade component;
    - Display individual artisanship; and
    - Reflect the cultural heritage of the region.
  - (b) All merchandise must be made in the Appalachian region by artists who make handcrafts, either traditional or contemporary.
  - (c) The Concessioner must provide a reasonable range of sales items and services to provide visitors with opportunities to buy merchandise and or participate in services that meet all income levels.
  - (d) The Concessioner must develop a merchandise plan within 120 days of the effective date of Contract execution. The Plan will clearly describe the categories and types of products approved for sale. The Merchandise Plan will be reviewed and approved by the Service.
- (5) *Demonstrations.* The Concessioner must develop a program of live craft demonstrations and submit a schedule for approval by the Service. At minimum, there must be one craft demonstration weekly between Memorial Day and October. Craft demonstrations must be of at least one hour in duration. The concessioner must post signage to inform visitors of demonstrations. Schedules will be reviewed and approved by the Service.
- (6) *Labeling and Certification*
  - (a) The Concessioner must mark all merchandise with a selling price, point of origin or other identification as available. The Concessioner may mark identical items by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, and other methods with the approval of the Service.
  - (b) Handicraft Labeling. The Concessioner must specifically label handicraft items as such.
  - (c) Natural Product Labeling. The Concessioner must label merchandise made from natural products to indicate that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
  - (d) Certification. The Concessioner must have an appropriate certificate documenting that handicraft are made in accordance with the production standards required for that designation.
  - (e) Approval. If the Concessioner uses a selection process to select the craft items for sale at the Folk Art Center, by January 1 of each year the Concessioner must submit a written summary of the selection process for review and approval of the Service.
  - (f) Authentic Native Handicraft Sales Verification. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Authentic Native Handicrafts (authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts). These

records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Service, certification of authenticity of all Authentic Native Handicrafts for which the Concessioner claims an exception to the franchise fee. The Concessioner must submit procedures to meet this requirement upon request of the Service.

(g) Prohibited Items. The Concessioner must not sell or display:

- Tobacco products or related items in vending machines.
- Artificial or live bait, fishing lures, and weights that contain lead.
- Styrofoam containers and or ice chests.
- Articles that are pornographic, obscene, inappropriate or items that reflect a lack of concern for the environment or a culture.
- Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
- Live plant materials.
- Fossils or other earth products (such as petrified wood) whose origin is from public lands.
- Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- Merchandise that has exceeded the producer's specific "Do not sell after" date.
- Items that may, by their nature, encourage violation of Area regulations, i.e., collecting kits, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
- Toy firearms, slingshots, paintball guns, etc.

(7) *Facility and Merchandise Appearance*

- (a) The Concessioner must not impede the views from the exterior looking in with signs in windows or other obstructions.
- (b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
- (c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
- (d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
- (e) The Concessioner must provide only undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
- (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.
- (g) Storage. The Concessioner must securely store merchandise during off hours and keep storage areas neat and clean and, to the extent possible, out of view to visitors.

**C) Special Events and Workshops** (Authorized)

- (1) The Concessioner may host special themed demonstration days periodically. Special events may include, but are not limited to: lectures on the natural environment and Native American history, event days demonstrating Appalachian handicrafts, theatrical plays depicting local folklore, music and dancing events, educational activities and meetings for crafters groups and guilds. Although some of the activities may be of a generic nature, the Concessioner must maintain a predominant emphasis on traditional Appalachian character or handicrafts.
- (2) The Concessioner must request and receive approval in writing from the Service for proposed workshops and special events before the workshops/events are scheduled. Requests for workshops and special events must be submitted at least 30 days in advance of their intended effective date.
- (3) The Concessioner must provide parking and traffic control for all events.

## 6) ENVIRONMENTAL MANAGEMENT

### A) Environmental Evaluations

- (1) *Area Environmental Management Evaluations.* The Service will conduct environmental management evaluations as outlined in Section 4 (E) (1) (b).
- (2) *Service Environmental Audits.* The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

## 7) RISK MANAGEMENT PROGRAM

### A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B<sup>2</sup>, Occupational Safety and Health Program and NPS-48, Chapter 34. The Concessioner must submit its initial plan to the Service **within 120 days** of effective date of Contract and annually thereafter by **December 31** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously
- (20) Other unique risk management program requirements in contract are followed

### 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** in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, if requested.

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<sup>2</sup> <http://www.nps.gov/policy/RM50Bdoclist.htm>

**8) 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 suppliers to provide utility services, including water and wastewater, electricity, phone, internet, propane, solid waste and recyclables removal. The Concessioner must provide prompt payment for these services.

**9) PROTECTION AND EMERGENCY SERVICES****A) Law Enforcement**

- (1) *Service*
  - (a) The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.
- (2) *Concessioner Personnel.* 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.
  - (a) The Concessioner may be required to provide security guards at Concession Facilities.
  - (b) The Concessioner must secure buildings, equipment and facilities under its control.
  - (c) The Concessioner must immediately report to the Service any observed violations of the law.

**B) Structural Fire Protection**

- (1) Fire prevention and protection must be primary considerations at all Concession Facilities. The Service does not provide structural fire response. Local communities generally provide structural fire response. The Concessioner must coordinate with local communities and ensure that an agreement is in place for structural fire response at Concession Facilities. The Concessioner must ensure that it meets all requirements to qualify for local community fire protection.
- (2) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
- (3) The Concessioner must ensure that all Concession Facilities meet Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.
- (4) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

**C) Emergency Medical Care**

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, or any other means necessary to make the Service aware of the incident.
- (2) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR and use of an AED. All reasonable efforts are to be made to see that an employee certified in basic first aid and CPR/AED is on site during all scheduled operation hours and events. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (3) The Concessioner must ensure that at least one Automated External Defibrillator (AED) is provided at the Folk Art Center.
- (4) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be available during operating hours.

## 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

*"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 within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.

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

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the [NPS Commercial Services website](#) 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 prior to 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 in advance to establish specific timeframes for each project.
- (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 containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis 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 prior** to 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) *Statements*
  - (a) Authorization. Advertisements, promotional material, and social media sites must include the following statement 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) within (area name)."

## 11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website.

## 12) REPORTING REQUIREMENTS

### A) Concessioner Operational Reports

The Concessioner must provide the Service all supporting documentation for all operational reports upon request.

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **May 1** of each year and all significant revisions.
- (2) *Incident Reports*. For the incidents below, the Concessioner must immediately use "911" reporting procedures. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.
  - (a) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
  - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
  - (c) All suspected or known regulatory or criminal violations as soon as possible.
  - (d) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate state and federal law as soon as possible.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether employees or guests, to the Service. 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 required by EPA and the regulations of the appropriate state agencies (North Carolina DENR). In addition, the Concessioner must immediately report any spill in excess of 5 gallons to the Service by calling the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)).
- (5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days** of receipt.

### B) Operational Reports by Use

The Concessioner must include all operational statistics for the Concession Facilities in a monthly Concessioner Operational Report to the Service due by the **15th day** of the following month and provide an annual summary report to the Service due **March 1st** each year. The Concessioner must provide this data in a concise spreadsheet form.

- (1) *Craft Sales*
  - (a) Revenue
  - (b) Number of transactions
  - (c) Revenue by merchandise category
  - (d) Average transaction for each operation.

### C) Concessioner Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month** as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

**D) 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 responsibility of the Concessioner.

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Environmental Management Program	Initial	Within 60 days of effective date of the Contract	Draft Contract, Sec. 6 (b),(1)
Balance Sheet	Initial	Within 90 days of effective date of the Contract	Draft Contract, Sec. 14 (c),(1)
Risk Management Plan	Initial/ Annually	Within 120 days of the effective date of the Contract; updates due by December 31 of each year	Operating Plan, Sec. 7 A)
Merchandise Plan	Initial	120 days after execution of the Contract	Operating Plan, Sec. 5 B),(4),(d)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 14 (b),(1)
Component Renewal Reserve Statement	Annually	Not later than 120 days after the end of the Concessioner's accounting year	Draft Contract, Sec. 14 (c),(2)
Schedule of Operations	Annually	No later than January 1	Operating Plan, Sec. 4 A),(2)
Annual Meeting	Annually	Within 60 days of December 31	Operating Plan, Sec. 4 A),(3)
Rate Approvals	Annually	No later than October 1	Operating Plan, Sec. 4 B)
Annual Overall Rating	Annually	By April 1	Operating Plan, Sec. 4 D),(2)
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release	Operating Plan, Sec. 4 F),(6)
Management Listing	Annually	By May 1 and when significant changes occur	Operating Plan, Sec. 12 A),(1)
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 12 (b),(3)
Merchandise Approval/Selection Process	Annually	By January 1	Operating Plan, Sec. 5 B),(6),(e)
Special Events and Workshops	Annually/ Other	At least 30 days in advance of their intended effective date	Operating Plan, Sec. 5 C),(2)
Operational Reports	Annually/ Monthly	By March 1 of each year and by the 15 <sup>th</sup> day of the following month	Operating Plan, Sec. 12 B)
Inventory of Hazardous Substances	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	TBD	Draft Contract, Sec. 6 (d),(1)
Franchise Fee	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation	Draft Contract, Sec. 11 (b)
Visitor Comments	Monthly	Within 15 days after the end of each month	Operating Plan, Sec. 4 E),(8),(d)
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 D),(1)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 12 A),(5)

**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, 2026

