

**EXHIBIT B****OPERATING PLAN**

<b>1) INTRODUCTION .....</b>	<b>1</b>
<b>2) DEFINITIONS .....</b>	<b>1</b>
<b>3) MANAGEMENT RESPONSIBILITIES .....</b>	<b>1</b>
A) Concessioner .....	1
B) Service.....	1
<b>4) GENERAL OPERATING STANDARDS AND REQUIREMENTS .....</b>	<b>1</b>
A) Schedule of Operations .....	1
B) Rate Determination and Approval Process .....	2
C) Purchasing.....	3
D) Evaluations .....	3
E) General Policies .....	4
F) Human Resource Management .....	6
G) Possession of Firearms .....	7
H) Interpretive Services.....	7
<b>5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....</b>	<b>7</b>
A) Non-Motorized Boat Rental .....	7
B) Food and Beverage and Firewood Sales .....	9
<b>6) ENVIRONMENTAL MANAGEMENT PROGRAM.....</b>	<b>9</b>
<b>7) RISK MANAGEMENT PROGRAM .....</b>	<b>9</b>
A) Risk Management Plan .....	9
<b>8) PROTECTION AND EMERGENCY SERVICES .....</b>	<b>10</b>
A) Visitor Protection .....	10
B) Fire Protection .....	10
C) Emergency Medical Care .....	10
D) First Aid and CPR.....	10
E) Reactions to Emergencies .....	10
<b>9) UTILITY RESPONSIBILITIES .....</b>	<b>10</b>
A) Concessioner.....	10
<b>10) PUBLIC RELATIONS .....</b>	<b>10</b>
A) Required Notices .....	10
B) Public Statements.....	11
C) Use of the National Park Service Authorized Concessioner Mark (“Mark”) .....	11
D) Social Media, Advertisements, and Promotional Material.....	11
<b>11) VOLUNTEERS IN PARKS PROGRAM.....</b>	<b>11</b>
<b>12) REPORTING REQUIREMENTS .....</b>	<b>12</b>
A) Operational Reports.....	12

B) Operational Statistics by Service Type .....	12
C) Financial Reports .....	12
<b>13) SUMMARY OF INITIAL AND RECURRING DUE DATES .....</b>	<b>13</b>

## 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 of the Department of the Interior or National Park Service official to whom appropriate authority had 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 comply with the following requirements:

- (1) *General Manager.* The Concessioner must designate an on-site General Manager who has the following authority. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.
  - (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) Responsibility for implementing the policies and directives of the Service.

### B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to 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 provides a current list to the Concessioner 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 on a seasonal basis. The minimum operating season and hours for all required services is identified below.

- (a) Price Lake. Minimum operating season is Memorial Day weekend through October 31.\*

Minimum Operating Season	Minimum Operating Hours
Weekdays Memorial Day through Labor Day	11:00 a.m. to 5:00 p.m. (weather dependent)
Weekends in May, September, and October	11:00 a.m. to 5:00 p.m. (weather dependent)
Weekends in June, July, and August	10:00 a.m. to 6:00 p.m. (weather dependent)

\**Dependent on weather, lake water levels and the Parkway access being open.*

- (2) *Proposed Schedule*. The Concessioner must submit its proposed opening and closing dates, and hours of operation, which must include at a minimum the seasons and hours listed above, for the Superintendent's approval no later than January 1 for the next season. Once approved, the Concessioner must post all operating seasons and hours on-line and within the Concession Facilities.
- (3) *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*. 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) Non-Motorized Boat Rentals. Rates for boat rentals will be determined using Competitive Market Declaration guidelines.
- (b) Food and Beverage. Rates for food and beverage will be determined using the Manufacturer's Suggested Retail Price where applicable. Where not applicable, rates will be based on Competitive Market Declaration.
- (c) Firewood Sales. Rates for firewood will be determined using Competitive Market Declaration.
- (d) Retail (authorized). Rates will be determined using Manufacturer's Suggested Retail Price where applicable. Where not applicable, Competitive Market Declaration.
- (2) *Annual Rate Change Requests*  
The Concessioner must submit annual rate change requests for rates under the Direct Comparability method (if applicable), in writing to the Service, no later than **January 1** for the upcoming year. All rate change requests must follow the current Rate Administration Guide.
- (3) *Rate Compliance*. Approved rates must remain in effect until superseded by written changes approved by the Service. The Concessioner may not advertise rates until approved by the Service. The Concessioner must comply with these rate compliance requirements in all advertising including, but not limited to: website, social media, etc.
- (4) *Exceptional Conditions*. 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) Public Health Program Evaluation Report. If the Concessioner offers Food and Beverage service, a representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with 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 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.
- (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 consider 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.
  - (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 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. 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) Staffing. The Concessioner must staff assigned facilities 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. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
- (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) *Guest Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [NPS Guest Donation Program](#) found on NPS Commercial Services website.
- (4) *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](#).

- (5) *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 in accordance with all Applicable Laws and with this Contract.
  - (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids. All other vehicle maintenance activities must take place outside the Area.
  - (d) Concessioner Parking. The Concessioner must ensure that only Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain egress in or out of the Service-approved designated area at all times.
- (6) *Deliveries*. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours.
- (7) *Interactions with Wildlife*
- (a) Feeding wildlife within the Area is prohibited.
  - (b) The Concessioner must 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 must notify the Area Park Ranger or the Wildlife biologist immediately regarding any issues with wildlife.
  - (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.
  - (e) The Concessioner must provide Service-approved bear warning signs to be placed on garbage cans and dumpsters within the Concession Facilities.
- (8) *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 articulates how visitor 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 a name tag.
- (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, 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 (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/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.
- (d) Service Employees. The Concessioner must not employ in any status an Area employee, his/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 for its employees. 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.
- (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. 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 safety, work performance, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:
- Customer Service. The Concessioner will provide customer service training for employees who have direct visitor contact.
  - Service Provided Training. 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) *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) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of North Carolina firearm possession laws in regard to its visitors. The Concessioner should consult the applicable state attorney general's office with regard to relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of North Carolina firearm possession laws in regard to its operation for review and approval **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession in regard to 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.

#### **H) Interpretive Services**

- (1) *Personal Interpretive Services*
  - (a) Employee Knowledge. Employees must demonstrate their knowledge of the National Park Service, its mission and values and the cultural and natural resources in Blue Ridge Parkway in general and specifically of Price Lake Memorial Park. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.

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

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.

#### **A) Non-Motorized Boat Rental**

- (1) *Minimum Operating Standards.* The Concessioner must provide non-motorized boat rental service in accordance with the Boat Rental Standards (10-BOA).
- (2) *Exemptions or Additions to the 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
14	Public Restrooms	Exemption	Does not apply.
51-56	Motorized Vessels	Exemption	Does not apply.

- (3) The Concessioner must have available for rent a minimum of 6 canoes, 4 kayaks, 4 stand-up paddleboards, and a maximum of 36 boats.
- (4) The Concessioner must comply with all applicable Service and state boating regulations.
- (5) Rental boats must be in colors or have markings that are highly visible in the water.
- (6) Flotation Devices
  - (a) The Concessioner must provide each boat occupant a properly fitted and buckled United States Coast Guard (USCG) approved PFD as required by state boating regulations. PFD's must be sized to the individual and be in good condition. The only exception is where the individual supplies their own USCG approved PFD of the proper type in good condition.
  - (b) The Concessioner may rent or provide Type IV throwable devices (cushions) as an extra or comfort item, but will not substitute Type IV throwable devices for a USCG approved PFD.
  - (c) The Concessioner must maintain a sufficient number of (adult and child) USCG approved PFDs to ensure each occupant has an appropriate PFD.
  - (d) The Concessioner will not remove, tuck into the collar, tie down or make unserviceable in any other manner the flotation collars on PFDs. PFDs must be serviceable as defined in 33 CFR 175.23.
  - (e) The Concessioner must maintain PFDs in accordance with the manufacturer's recommendations in serviceable condition, legibly marked with the USCG approval number. The Concessioner will remove from use PFDs that have bad stains, tears, or loose or missing straps. The Concessioner must visually inspect PFDs for correct count every two weeks and for serviceability at least once mid-season. The Concessioner will remove from use any defective PFDs and will replace such with a like type and size. The Concessioner must maintain a log indicating the date of the last PFD inspection, the condition of the PFDs, and the number removed from service and replaced in kind. When not being used, the Concessioner must store the PFDs in a location where they will not become stained, torn, or used for purposes other than lifesaving.
  - (f) The Concessioner will not launch a canoe with a child under the age of fourteen unless the child is wearing an approved PFD of the proper size and is accompanied by a parent or responsible adult.
  - (g) An adult or child who cannot be properly fitted with a PFD will not be permitted to ride in a canoe, kayak, or Stand-Up Paddleboard.
- (7) Instruction
  - (a) The Concessioner is responsible for ensuring that the renting operator is capable of handling the boat being rented. Prior to releasing the boat to the visitor, the Concessioner must give specific written and verbal (hands-on) operating instructions to the operator to ensure that they are aware of any problems which may arise while the boat is being rented. Instructions and information should include the boat and its equipment, the proper use of PFDs, emergency procedures, navigation, regulations concerning restricted areas, weather conditions and the proper disposal of garbage and trash.
  - (b) The Concessioner must establish emergency response procedures for boaters in distress and train personnel in emergency response. Emergency response procedures should be submitted to the Service as part of the Concessioner's Risk Management Program.
- (8) Acknowledgement of Risk Forms
  - (a) NPS Concession Guideline, Chapter 23, Insurance Programs, states that, "...it is consistent with National Park Service policy for the Concessioner to warn visitors of the dangers inherent in high-risk activities..." It also states, "...that the Concessioner will not require its customers to release liability or to limit liability of Concessioner in any way."
  - (b) Concessioners may, however, advise visitors of the risks involved and have them sign a Visitor's Acknowledgement of Risk form.
  - (c) Sixty days prior to implementation, the Concessioner will submit a copy of its Acknowledgement of Risk form to the Service for review.

**B) Food and Beverage and Firewood Sales**

- (1) The Concessioner must sell pre-packed snack and beverage items.
- (2) The Concessioner must sell firewood. The Concessioner must acquire heat-treated firewood from outside the Area for sale in compliance with Service Policy. The Concessioner must size the wood so it can be burned without further splitting.
- (3) The Concessioner may sell:
  - (a) Convenience items such as sunscreen, batteries, insect repellent
  - (b) Fishing gear
  - (c) Camping-related items
  - (d) Limited apparel
- (4) *Items not to be Sold or Displayed.* The Concessioner must not sell the following:
  - 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.
- (5) The Service has the right to review and approve all merchandise sold in the Area. The Service may determine that certain items are inappropriate and unacceptable for sale.
- (6) *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.

**6) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with 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 provided 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 in accordance with 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.

## 8) PROTECTION AND EMERGENCY SERVICES

### A) Visitor Protection

- (1) The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies.

### B) Fire Protection

- (1) The Concessioner must integrate structural fire and life safety procedures in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure all Concession Facilities meet applicable Federal, State, and Local codes and 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 (NFPA) standards and NPS Reference Manual #58 (RM-58). The Concessioner must report all fires immediately to the Service.

### C) Emergency Medical Care

- (1) The Service, in conjunction with cooperative arrangements between the Service and associated local city, county, and state agencies, provides emergency medical care. Any injury sustained by a visitor or employee in a Concessioner facility should be reported promptly to the Service's Communication Center (828-298-2491).

### D) First Aid and CPR

- (1) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR. All reasonable efforts are to be made to see that an employee certified in basic first aid, CPR and AED use is on site during all scheduled operating hours and events.

### E) Reactions to Emergencies

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency. After using the "911" reporting procedures, the Concessioner must contact the Service to report the emergency through the Blue Ridge Parkway Dispatch Center (828-298-2491), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.

## 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.

## 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 within the Area, questions about the Area, or inquiries concerning any incidents occurring within 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 ("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 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 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 911 and then the Blue Ridge Parkway Dispatch Center (828-298-2491).
  - (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 828-348-3407 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 required by Federal, State, and local rules and regulations. At a minimum, spills must be reported to the Blue Ridge Parkway Dispatch Center (828-298-2491).
- (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 prior to 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 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) *Boat Rental*
  - (a) Boat Rental revenue
  - (b) Number of boats rented by type and day
- (2) *Food and Beverage, Firewood, and Retail*
  - (a) Food and Beverage revenue
  - (b) Firewood Sales revenue
  - (c) Retail revenue (authorized)
  - (d) Total number of transactions, average transaction amount for each category (food and beverage, firewood, and other retail)

### C) Financial Reports

In addition to the Annual Financial Report ("AFR") required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. The report format must be agreed upon by the Superintendent at the inception of the Contract.

- (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. Format used to be pre-approved and due date to be determined by Service.

### 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 responsibility of the Concessioner.

<u>Title</u>	<u>Schedule</u>	<u>Due Date</u>	<u>Reference</u>
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)
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)
Rate Approvals	Annually	No later than October 1	Operating Plan, Sec. 4 B),(2)
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release	Operating Plan, Sec. 4 F),(3)
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)
Operational Statistics	Annually/ Monthly	By December 31 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	By December 15	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	By December 15	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 and 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**