

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

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## 1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Shenandoah National Park (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. Terms used in this Operating Plan are defined in the Contract.

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

The Service provides guidance and standards for concessioners on the National Park Service Commercial Services website at <https://www.nps.gov/subjects/concessions/index.htm>, particularly the page titled *Concessioner Tools*.

## 2) RESPONSIBILITIES

### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
  - (a) Has the authority and the managerial experience to operate the Concession Facilities and required and authorized services within the Area;
  - (b) Will employ a staff with the expertise and training to operate all services required and 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 will designate an acting general manager.
- (3) The Concessioner will have a designated manager on-site 24 hours per day during the operating season.

### B) Shenandoah National Park

- (1) The Superintendent of Shenandoah National Park is responsible for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
  - (a) Evaluation of Concessioner services and facilities;
  - (b) Review and approval of rates charged for all commercial services and products;
  - (c) Review and approval of all changes to facilities and services; and
  - (d) Review and acceptance of all reporting requirements and deliverables.
- (2) The Service will provide a current list to the Concessioner with all appropriate points of contact.

## 3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner. The Concessioner must operate in accordance with the operating standards as defined by the Service. The Service has provided the evaluation standards applicable to this Contract, as well as annual overall rating standards, on the [Concessioner Tools section of the Commercial Services website](#).

**A) Schedule of Operation**

The Concessioner must provide the required services for Area visitors as provided below:

- (1) The Concessioner must provide the required services for visitors in spring, summer, and fall, from approximately mid-March of each year through the end of November of each year, with winter closures. The specific operating dates for each facility are shown on the table below and may be adjusted annually. Weather, visitation, maintenance needs, emergencies, and coordination of schedules with Service-operated facilities may cause specific dates of operating seasons to fluctuate. Before implementing any changes to operating dates, the Concessioner must request and receive the Superintendent's approval. The Concessioner must ensure its public information is up to date.
- (2) The Concessioner and the Service will meet annually to determine the opening and closing dates of Concession Facilities for the upcoming operating year. The Concessioner must submit final operating dates and hours to the Superintendent for approval at least 90 days prior to the first date of operations. Operating dates and hours will be reviewed and approved by the Superintendent within 30 days of submittal.
- (3) The Concessioner's schedule of operations will remain in effect unless the Superintendent approves a change in writing.
- (4) The Concessioner must prominently display hours of operation within the Concession Facilities and on its website. The Concessioner must operate all services in accordance with the specified posted hours of operation, including on public holidays.
- (5) Minimum hours of operation for each facility during peak season are included on the following tables. Peak season is defined as Memorial Day weekend through Labor Day weekend plus the month of October. Operating hours during the non-peak season may be shorter with approval from the Superintendent.

<b>LODGING</b>				
<b>Location</b>	<b># Basic Units</b>	<b># Midscale Units</b>	<b>Minimum Hours of Operation during Peak Season</b>	<b>Operating Season</b>
Big Meadows Lodge	0	97	24/7	Last Friday in April - First Sunday in November
Skyland Resort	10	168	24/7	Friday the week before Easter - Saturday after Thanksgiving
Lewis Mountain	10	0	24/7	Third Friday in March - Sunday after Thanksgiving

<b>FOOD &amp; BEVERAGE</b>			
<b>Location</b>	<b>Classification</b>	<b>Minimum Hours of Operation during Peak Season</b>	<b>Operating Season</b>
Elkwallow Wayside	Fast Casual	8:00am-8:00 pm daily	First Friday in May – Sunday following Veterans Day

Skyland Dining Room	Family Casual	7:30am-10:00am Breakfast Noon – 2:30pm Lunch 5:00pm – 9:00pm Dinner	Friday the week before Easter – Sunday after Thanksgiving
Skyland Resort Kiosk	Quick Service	7:30am – 3:00pm Daily	Friday the week before Easter – Sunday after Thanksgiving
Skyland Resort Tap Room	Bar/Cocktail Lounge	2:30pm – 10:00pm Sun- Thurs 2:00pm- 10:00pm Fri/Sat	Friday the week before Easter – Sunday after Thanksgiving
Big Meadows Wayside	Fast Casual	8:00am – 8:00pm Daily	Third Friday in March – Sunday after Thanksgiving weekend
Big Meadows Dining Room	Family Casual	7:30am-10:00am Breakfast Noon – 2:30pm Lunch 5:00pm – 9:00pm Dinner	Last Friday in April - First Sunday in November
Big Meadows Kiosk	Quick Service	7:30am – 3:00pm Daily	Last Friday in April - First Sunday in November
Big Meadows Tap Room	Bar/Cocktail Lounge	2:30pm – 10:00pm Sun- Thurs 2:00pm- 10:00pm Fri/Sat	Last Friday in April - First Sunday in November
Loft Mountain Wayside	Fast Casual	11:00am-7:00pm	Second Friday in May – Last Sunday in October

**RETAIL**

Location	Type of Retail	Minimum Hours of Operation during Peak Season	Operating Season
Elkwallow Wayside	Merchandise, Convenience Items and Camper Supplies	8:00 am – 8:00pm daily	First Friday in May – Sunday following Veterans Day
Skyland Resort	Merchandise	8:00am – 9:00pm daily	Friday the week before Easter – Saturday after Thanksgiving

Big Meadows Wayside	Merchandise, Convenience Items and Camper Supplies	8:00am – 8:00pm daily	Third Friday in March – Sunday after Thanksgiving weekend
Big Meadows Lodge	Merchandise	8:00am – 8:00pm daily	Last Friday in April - First Sunday in November
Loft Mountain Wayside	Merchandise and Convenience Items	8:00am – 8:00pm daily	Second Friday in May – Last Sunday in October
Loft Mountain Camp Store	Merchandise, Convenience Items and Camper Supplies	7:00am – 5:00pm weekdays 7:00am – 10:00pm weekends	First Friday in May – Last Sunday in October
Lewis Mountain Camp Store	Merchandise, Convenience Items and Camper Supplies	7:00am – 5:00pm weekdays 7:00am – 10:00pm weekends	Third Friday in March - Saturday after Thanksgiving

**CAMPGROUNDS**

Location	# Sites	Facilities*	Peak Season Hours of Operation	Operating Season
Big Meadows	221 (50 tent only and 2 group)	Campground, showers, and laundry	24/7	Third Friday in March – Sunday following Thanksgiving
Mathews Arm	166 (3 group)	Campground	24/7	First Friday in May - Last Sunday in October
Loft Mountain	203 (44 tent only and 3 group sites)	Campground, showers, and laundry	24/7	First Friday in May - Last Sunday in October
Lewis Mountain	30 plus 1 host site	Campground, showers, and laundry	24/7	Third Friday in March – Sunday following Thanksgiving

\*Showers and laundry are self-service. This facility is not required to be staffed 24/7.

<b>HORSEBACK RIDING</b>		
<b>Location</b>	<b>Peak Season Number of Rides</b>	<b>Operating Season</b>
Skyland Stables	Monday - Thursday four rides each day Friday - Sunday five rides each day.	May 5 <sup>th</sup> to October 29 <sup>th</sup>

## B) Rate Administration

- (1) *Rate Administration Policy.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and level of services provided by the private sector. The Service will judge reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change after the first year of the Contract. Each of the specified methodologies, outlined in this Operating Plan, has the same meaning as that set out in in the Concession Management Rate Administration Guide ("Rate Administration Guide").<sup>1</sup> and the NPS Concession Management Rate Administration Guide Addendum (March 2024)<sup>2</sup>, as they may be amended, supplemented, or superseded throughout the term of this Contract. The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide.
- (2) *Rate Approval Methods.* Rate approval methods will vary by Service category, location, and other variables. The rate approval methods for services under the Contract are as follows:

<b>Service Type</b>	<b>Approved Rate Method</b>	<b>Description</b>
Food and Beverage	Core Menu	For core menu items, the Concessioner requests changes to rates. Rates are established according to comparability rate method, as described in section B)(3) below. Non-core menu items follow guidelines for CMD.
Lodging: Big Meadows Lodge	Competitive Market Declaration (CMD)	The Concessioner sets rates based on market forces.
Lodging: Skyland Resort	CMD	The Concessioner sets rates based on market forces.
Lodging: Lewis Mountain	CMD	The Concessioner sets rates based on market forces.
Retail: Merchandise	CMD	. The Concessioner sets rates based on market forces.

<sup>1</sup> [www.nps.gov/subjects/concessions/upload/2017-Rate-Administration-Guide.pdf](https://www.nps.gov/subjects/concessions/upload/2017-Rate-Administration-Guide.pdf)

<sup>2</sup> <https://www.nps.gov/subjects/concessions/upload/2024-Concession-Rate-Administration-Guide-Addendum-508.pdf>

Retail: Convenience Items	Core Retail	The Concessioner must set rates for items in the core retail categories listed in section 6)C)(b) using the markup method. The Concessioner may set rates for all other convenience items using CMD.
Retail: Camper Supplies	CMD, Core Retail	Camper supplies are priced using the applicable rate method for merchandise or convenience items categories described above.
Campgrounds	CMD	The Concessioner sets rates based on market forces.
Fuel	Markup	Fuel is priced using the Service's annual markup percentages.
Laundry and Showers	Comparability	The Concessioner requests changes to rates. Rates are established according to comparability rate method, as described in section B)(3) below.
Horseback Riding	CMD	The Concessioner sets rates based on market forces.
Guided Interpretative Activities (authorized)	CMD	The Concessioner sets rates based on market forces.
Taxi and Shuttle Services (authorized)	CMD	The Concessioner sets rates based on market forces.
Catering of Special Events (authorized)	CMD	The Concessioner sets rates based on market forces.
Other Horse Services (authorized)	CMD	The Concessioner sets rates based on market forces.
Electric Vehicle Charging Stations (authorized)	CMD	The Concessioner sets rates based on market forces.

(3) *Changes to Methods.*

- (a) Changes initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include an analysis of market forces criteria, including:
  - A list of competitors who provide reasonable substitutes of the Concessioner's service.
  - A review of the similarity of competitor services
  - Identification of travel time/distance to competitors/the competitive market
  - Availability of booking information to visitors
  - An assessment of how critical the service or product is to visitors
  - A summary of the Concessioners pricing strategy regarding its position relative to its competitive market



- [For requests to use CMD] The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
  - [For requests to use CMD] The Concessioner's proposed financial offsets.
- (4) *Rate Requests.* The following requirements for rate requests are applicable to service types approved under the Comparability and Core rate methods, but not to service types approved under the Competitive Market Declaration rate method.
- (a) Initial Rate Request. The Concessioner must submit a request for its initial rates for core menu items, laundry, and showers and any planned authorized services in writing by February 1.
  - (b) Annual Rate Request. Following the initial rate request, the Concessioner must submit all subsequent requests for rate changes to the Service in writing at least 60 days prior to anticipated implementation.
  - (c) Contents of Rate Requests. The Concessioner must submit its proposed rates in writing and in accordance with the rate request timeline. The Concessioner's rate request must include:
    - Proposed rates, charges, and fees for all services approved under the comparability or core rate methods.
    - A listing of comparable service providers, including those identified through existing comparability studies conducted by the Service and any new comparables the Concessioner would like to introduce for consideration.
    - Descriptions or inventories of the 'extra quality features' of the Concessioner's service and its comparables which illustrate any differences in the Concessioner's rate position relative to its 'comparables.'
    - A listing of comparable service provider rates, charges, and fees.
    - A basic analysis of the Concessioner's rates and rates of comparable service providers, including minimum, maximum, averages, or other relevant statistics. If rates vary by season or include 'peak' rates, these should be analyzed separately.
  - (d) Rate Approval Timeframes.
    - Within 20 days of receipt of the rate request, the Service will provide the Concessioner with a written determination that the request is complete or, if not, a description of the information required for the request to be complete.
    - For requests that do not require a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 10 days of the Service determining that the request was complete.
    - If the request requires a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 30 days of the Service determining that the request was complete.
    - If the Service requires a longer response period due to extraordinary circumstances, the Service will inform the Concessioner and provide an expected response date.
  - (e) Rate Implementation when Service Approval is Delayed. If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates after the Concessioner implements the requested rates, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.

- (f) Approved Rate Effective Period. Approved rates will remain in effect until superseded by rate changes approved in writing by the Superintendent.
- (5) *Management of Rates under the CMD Method*. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
- (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 7)A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (c) Concessioner Rate Monitoring Plan. Within 60 days after the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
- Monitoring by service type
  - Competitors by service type
  - How it will track competitor pricing
  - What its strategy is for pricing against competitors
  - How it will monitor utilization
  - How it will monitor visitor satisfaction for each service type or classification (e.g., Basic, Mid-Scale lodging, etc.).
- (d) Rate Monitoring Information. The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned with its operational performance report.
- (6) *New Rate Methods*. The Service continues to investigate ways to reduce the rate approval burden while meeting legal requirements and achieving the goals of the program. The Service and the Concessioner may choose to pilot such methods after consultation with the NPS Commercial Services Program.
- (7) *Reduced Rates and Discounts*
- (a) The Concessioner must discount the price of an item or service if the Concessioner offers the item at less than the optimum condition because of diminished quality, poor service, or other conditions. The Service does not condone shortages, poor service, or running out of items on a regular basis; discounting for these reasons should be used only in unavoidable situations.
- (b) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." If the Concessioner implements such a discount, the Concessioner must publicize the availability of the discount, clearly identifying the items or services that are subject to the discount, the

group(s) whose members are eligible for the discount, and how the Concessioner will verify group membership.

- (c) The Concessioner must offer reduced rates for lodging for federal government employees conducting official business consistent with the General Service Administration's per diem rates.
- (d) The Concessioner may not provide Service employees not on official business or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

(8) *Published Rates and Compliance*

- (a) The Concessioner must post all rates for goods and services available to visitors. Posting can include written and web-based advertising, brochures and other concessioner promotional materials, price tags, menus and posted rate sheets, and rack rates posted in rooms.
- (b) In the case of Comparability, Core, MSRP, and markup rate methods, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service. The Service will conduct periodic evaluations of Concessioner compliance with maximum approved rates. Approved rates must remain in effect until superseded by changes approved in writing by the Superintendent.
- (c) The Concessioner must ensure that third-party companies selling rooms or services on behalf of the Concessioner sell those rooms or services at or below the Service-prescribed maximum rate (where applicable such as under Core or CMD), or the Concessioner's maximum advertised rate. The Concessioner must absorb any service fee or commission that the third-party charges in the approved maximum rate. This includes third-party booking agents (e.g., Expedia, Travelocity, Orbitz).

(9) *Reservations, Deposits, Refunds, and Cancellations.* The Concessioner must use a central reservation system with a toll-free telephone number and online reservation capability to accommodate requests for all services for which they offer reservations. Computerized and telephone reservation systems must provide accurate information to potential visitors and be easily navigable and accessible to all potential visitors. For more information about the Service's requirements regarding reservations, deposits, refunds, and cancellations, refer to the National Park Service's Commercial Services Guide.

- (a) The Concessioner must accept lodging reservations on a 365-day forward rolling basis, at a minimum, but not more than two years in advance. The Concessioner may implement a length-of-stay restriction consistent with comparable facilities, the Superintendent's Compendium, and as approved by the Service.
- (b) The Concessioner must provide adequate staff in its reservation office on a year-round basis and increase staff to meet peak period demands. The Concessioner must designate a contact person responsible for the reservation system and identify that contact person to the Service.
- (c) Advance and Confirmed Rates. The Concessioner may advertise and charge a higher advance rate for its upcoming season before completing formal rate approvals in accordance with the Rate Administration Guide. Except as provided in 36 C.F.R. § 51.82(d), if the final approved rate for the season is lower than the advance rate, the Concessioner must refund the difference between the advance rate and the approved rate to the visitor. If the final approved rate is higher than the advance rate, the Concessioner must honor the confirmed advance rate for the visitor's length of stay.
- (d) Deposits and Cancellations. The Concessioner may require a deposit as a condition for issuing a confirmed reservation. If implemented, the Concessioner must state the conditions under which deposits will be refunded and under what conditions cancellation fees will be charged, consistent with Service policy. The Concessioner

must inform the visitor of the method needed to cancel a reservation, the amount of advance notice to receive a refund, and the amount of a cancellation fee, if any, that may apply.

- (e) Refunds. The Concessioner must clearly disclose refund policies regarding advance rates and deposits at the time of reservation and at the time of stay. The Concessioner must issue a refund within 30 days of receiving the cancellation notice.
- (f) Overbooking. The Concessioner may not overbook unless there is a comparable or superior service or facility available where they can place the overbooked visitor. Any upgrade must be given to the overbooked visitor free of charge. It is preferred that instead of overbooking, the Concessioner implement a waiting list system whereby the visitor is neither guaranteed, nor charged for, a reservation until the availability of a room is confirmed.
- (g) Group, Tour, and Special Events Bookings. The Concessioner may conduct business with groups and tours and book special events such as weddings, conferences, and meetings provided it does not conflict with demand from visitors who travel independently.
- (h) Special Events. In accordance with all applicable laws and Service policy, the Service will review and approve proposed special events and may require the Concessioner to complete a Special Use Permit application for proposed special events. The Concessioner must submit requests for special events at least 30 days in advance of their intended date.
- (i) Policy Approval. The Concessioner must submit its policies on length of stay, group bookings, deposits, refunds, and cancellations for Service approval for the upcoming year within 120 days following the effective date of the Contract, and thereafter on an annual basis by February 1 if changes occur. The Concessioner's policies must be consistent with comparable facilities. The group bookings policy must include how the Concessioner will balance group or special event bookings and independent bookings, times of year targeted for group bookings, and billing policies.

### **C) Purchasing**

- (1) *Competitive Purchasing*. The Concessioner may make purchases from facilities operated or owned by the Concessioner or its parent company, provided the product is comparable in quality and price.
- (2) *Discounts*. The Concessioner should take advantage of all available trade, cash, and quantity discounts and rebates. For items and services priced using markup, the Concessioner must pass these savings through to the consumer.
- (3) *Environmentally Friendly Products*. The Concessioner must purchase environmentally friendly products whenever available and feasible. Notwithstanding any other provisions of the Contract, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

### **D) Evaluations**

- (1) *Concessioner's Review Program*. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management, impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract, including all Exhibits, and other operational performance metrics as appropriate. The Concessioner must develop and implement corrective action plans to respond in a timely manner to any operating deficiencies it identifies. The Concessioner must periodically conduct interior and exterior safety inspections of all Concession Facilities, including employee housing, in accordance with its documented Risk Management Program. The Concessioner must ensure its employees' compliance with health, fire, and safety code regulations as well as Service policies and guidelines.

- (2) *Service Concessioner Review Program.* The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concessioner Review Program. The Service will conduct periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable service standards and other operational requirements. The Service may contact the Concessioner at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating report. Service personnel may conduct these evaluations and may engage third-party subject matter experts for purposes of evaluation. The Service may incorporate the findings of such experts in Service evaluations. The Concessioner must provide full access to managers, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with the Service to prioritize, schedule, and demonstrate it has resolved or implemented improvement programs to address deficiencies identified during Service-led operation and faculty evaluations. The Concessioner's performance in addressing deficiencies on the schedule defined by the Service may be a consideration in determining the Concessioner's Annual Overall Rating.
- (3) *Service Inspections and Audits*
- (a) Periodic Operational Evaluations. The Service's evaluations will be based on service and program standards available on the NPS Concessions website at: Standards and Evaluations (<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>). The Service may conduct announced and unannounced periodic operational evaluations of services to ensure compliance with applicable operational and maintenance standards, including of government-assigned personal property, as well as the following:
- Safety and fire prevention. In addition to the risk management component of periodic Service evaluations, the Service may conduct safety and fire prevention inspections of the Concession Facilities and operations.
  - Public Health. The Service may conduct spot checks of key indicators of compliance with U.S. Food Code as part of periodic evaluation inspections.
  - Animal pest exclusion. The Service will evaluate whether the Concessioner complies with the Service's pest exclusion standards.
  - Accessibility. The Concessioner is responsible for understanding and complying with accessibility laws and Contract terms, including the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). The Service will review a list of key accessibility requirements for Concession Facilities and operations.
  - Healthy and sustainable food. The Service will evaluate the Concessioner's food and beverage operation compliance with the NPS Healthy Food Choice Standards (required) and Sustainable Food Choice Guidelines (recommended).
- (b) Public Health Inspections. The Concessioner's operations are subject to inspection by a Public Health Consultant from the NPS Office of Public Health, or other authority having jurisdiction. The Public Health Consultant conducts these inspections in accordance with Public Health Program (PHP) procedures based upon the U.S. Food Code and other applicable public health standards. Public health inspection scores are collated in the PHP evaluation in the AOR.
- (c) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. The Service considers performance in closing audit findings in the annual EMP Evaluation.
- (d) 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 other practices.
- (e) Informational and Interpretive Materials Review. The Service may evaluate the Concessioner's informational and interpretive materials to ensure appropriateness, accuracy, quality, and the relationship to the Area's Fundamental Resources and Values (found in the Area's Foundation Document)<sup>3</sup> in addition to service-specific reviews that occur during periodic evaluations.
  - (f) Visitor Satisfaction Reviews. The Service will periodically review the results of the Concessioner customer satisfaction program.
  - (g) Other Inspections. The Service may enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (4) *Annual Overall Rating*. By April 1 of each year the Service will provide the Concessioner an Annual Overall Rating Report based on the Service's evaluation of the Concessioner's contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating:
- (a) Administrative Compliance Report. The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of insurance, and promotional materials.
  - (b) Operational Performance Evaluation Report. The Operational Performance Evaluation Report collates the individual periodic evaluations scores and weights them if necessary.
  - (c) Public Health Program Evaluation Report. The Public Health Program Evaluation Report is a compilation of the year's public health inspections.
  - (d) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS 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 will also be a component of this report.
  - (e) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in meeting the Service's environmental compliance requirements, protecting natural resources, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service policy and standards, and Applicable Laws.
- (5) The Concessioner will meet with the Service to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.

## **E) General Policies**

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<sup>3</sup> [https://www.nps.gov/shen/getinvolved/upload/SHEN\\_FD\\_SP-Full-doc-final-508.pdf](https://www.nps.gov/shen/getinvolved/upload/SHEN_FD_SP-Full-doc-final-508.pdf)

- (1) *Facilities Use.* The Concessioner may use Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract.
- (2) *Support Facilities.* There are no additional buildings or parking lots within the Area that can be assigned to the Concessioner as support facilities such as space for general administrative support, warehouse space, or a lot for excess vehicles that are not parked overnight within the Concessioner's land assignment. The Concessioner must provide any such support services outside of the Area.
- (3) *Accessibility.* The Concessioner must comply with all Applicable Laws regarding accessibility, including but not limited to the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA).
- (4) *Firearms and Weapons*
  - (a) The Concessioner must comply with applicable federal law governing the possession or use of firearms in units of the National Park System, including 36 C.F.R. § 2.4. The Concessioner must take reasonable steps to ensure that visitors within assigned Concession Facilities comply with Applicable Laws regarding firearms and weapons.
  - (b) Within 60 days after the Contract's effective date, the Concessioner must provide the Service with a written policy describing how it will implement and ensure compliance with Applicable Laws governing the possession or use of firearms in units of the National Park System. If the Concessioner has questions about state law governing possession of firearms (because 36 C.F.R. § 2.4(a)(2) refers to, and incorporates, state law), then the Concessioner should consult with the state's attorney general's office.
  - (c) Concessioner employees may not carry firearms while on duty in the Area. The Superintendent 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 for the request. The Superintendent will provide a written response to the Concessioner.
- (5) *Special Events.* All special events must comply with Applicable Laws and must support Area themes and purposes.
  - (a) Concessioner-Sponsored Special Events. The Concessioner must seek approval from the Service for special events it offers outside of the Concessioner-assigned buildings that are expected to attract more than 25 participants. Other Concessioner-sponsored special events occurring within the Concessioner-assigned buildings do not require the approval of the Service.
  - (b) Service-Sponsored Events. The Concessioner will cooperate with the Service in planning and implementing Service-sponsored special events.
- (6) *Smoke Free Policy.* All Concessions Facilities are smoke free (including e-cigarettes), including employee dormitories and housing. Smoking will be prohibited within a 25-foot radius of exterior entries.
- (7) *Lost and Found.* The Concessioner must establish an effective program (plan) for handling lost and found or unattended property within Concession Facilities. This program must include vehicles or other property that may have been abandoned by Concessioner employees. The Concessioner must submit the plan to the Area Concessions Management Office for review and approval within 60 days of the Contract effective date, and thereafter on an annual basis, by January 1, if changes occur. Any changes to the plan are also subject to prior review and approval.
  - (a) Procedures for the handling of lost and found property must conform to 36 C.F.R. § 2.22 and Director's Order (DO) #44.
  - (b) The Concessioner must coordinate with the Area Lost and Found Office when handling and disposing of lost, found, or unattended property within Concession Facilities.
  - (c) The Concessioner must assist any visitor who reports having lost property by providing phone numbers for the Area Lost and Found Office: (540) 999-3500.

- (d) Items that are not claimed by the owner within 60 days are considered abandoned to the United States and may be disposed of in accordance with DO #44. Current regulations do not permit the disposition of found items to finders.
  - (e) Abandoned Vehicles. The Concessioner must advise the Area Communications Center (1-800-732-0911) of any vehicle, including any employee vehicle, that is not currently licensed, not operable, or appears abandoned within the Concession Facilities. After taking steps to determine ownership and whether the vehicle is abandoned or inoperable, the Service will advise the Concessioner to have the subject vehicle removed from the Area and impounded. The Concessioner must then arrange for the vehicle to be towed by a third party to an impound lot outside the Area at the expense of the Concessioner. The Concessioner must bear all costs of the tow and impound but may recover those costs from the owner of the vehicle.
  - (f) Abandoned Property. The Concessioner must develop procedures for disposal of property abandoned by Concessioner employees and submit those procedures for Service approval.
- (8) *Emergency Telephone Services*. At a minimum, the Concessioner must place emergency phones at Elkwallow, Skyland, Big Meadows Wayside, Big Meadows Laundry and Showers, Big Meadows Lodge, Lewis Mountain, and Loft Mountain Wayside. The Concessioner must place computer-generated signs on out-of-order phones directing the visitors to the nearest working unit.
- (9) *Internet Access*. The Concessioner must, at a minimum, provide Wi-Fi Internet access in lobby areas at the Skyland and Big Meadows lodges for visitors at no charge. The Concessioner must provide free wireless access in the retail and food and beverage areas to Service-approved Area-specific information sites. The Concessioner may charge for unlimited internet access at retail and food and beverage locations at rates reviewed and approved by the Service.
- (10) *Visitor Satisfaction Monitoring*. The Concessioner must maintain a visitor satisfaction program to measure service and quality standards, product mix, pricing, and overall Area experience. The Service will use applicable visitor satisfaction information for rate monitoring as described above.
- (a) Within 30 days after the Contract's effective date, and when updated, the Concessioner must submit to the Service for its review and approval or disapproval a visitor satisfaction monitoring system. The system may include electronic and hard-copy (i.e., comment card) surveys. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. The Service continues to develop standard visitor satisfaction questions and, once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service. The Concessioner must have an adequate supply of comment cards within its facilities, and information for accessing the electronic survey must be available at appropriate locations.
  - (b) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
  - (c) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the protection of Area resources.
  - (d) The Concessioner must provide the Service with a monthly and annual electronic report of all survey responses, including comments and complaints, and electronic and hard copy results, in a format to be defined by the Service. The monthly report is due with the Concessioner's operational performance report by the 15th of the month following receipt, and the annual report is due February 1. The Concessioner must provide individual comments upon request.
  - (e) The Service will forward to the Concessioner any comments or complaints it receives regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses within 5 days. The Service will provide copies of its responses, if any, to the Concessioner.



(11) *Vehicles*

- (a) The Concessioner must discreetly identify its vehicles with its name and logo.
- (b) All vehicles used by the Concessioner, as well as vehicles belonging to the Concessioner's employees, must be properly registered, licensed, insured, and maintained in accordance with Applicable Laws. The Concessioner must park and store vehicles and equipment in a safe and organized manner, in areas approved or designated by the Service.
- (c) Drivers. Operators of all Concessioner-owned and hired but non-owned vehicles must have a valid state operator's license for the size and class of vehicle driven. The drivers also must comply with any additional Virginia requirements for the type of vehicle driven or number of passengers carried.
- (d) Parking. The Concessioner will prohibit its employees from parking personal vehicles near the main entrances of Concession Facilities. The Concessioner and its employees must only use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.
- (e) Vehicle Washing. The Concessioner must wash all its vehicles outside the Area.

**F) Human Resources Management**

- (1) *Employee Identification and Appearance*. The Concessioner must issue each of its employees an employee photo identification card that includes, at a minimum, their name and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. All Concessioner employees must wear standardized clothing with a personal nametag and be neat and clean in appearance. Employees will project a hospitable, friendly, helpful, positive attitude, and be capable of answering and willing to answer visitors' questions and provide visitor assistance.
- (2) *Employee Conduct*. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take all actions needed to fully correct any such situation.
- (3) *Employee Hiring Procedures*
  - (a) Staffing requirements. The Concessioner must hire enough employees to ensure the provision of high-quality visitor services and facility maintenance. The Concessioner must hire and train full-time, year-round maintenance staff and include at least one full-time, year-round staff member to administer and update the Computerized Maintenance Management System (CMMS).
  - (b) Work schedule. The Concessioner must offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.
  - (c) 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 submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent.
    - The Concessioner must require any employee who is in a safety-sensitive position, such as an equipment operator, to participate, as appropriate, in pre-employment and random drug testing.

- The Concessioner must provide the Area Concessions Management Office with a written summary of drug testing activity twice yearly: June 30th and October 30th.
  - If the Concessioner becomes aware of illegal drug use or possession, the Concessioner must promptly report it to the appropriate District Ranger or the Service Communications Center.
- (d) Background Checks. The Concessioner must establish employee hiring policies that include appropriate background reviews of applicants for employment. The Concessioner must submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent. The Concessioner must review employee backgrounds to determine if there are past criminal convictions or pending criminal charges prior to hiring new employees. The Concessioner must make appropriate hiring decisions in consideration of the information obtained.
- (e) NPS Employees. Department of Interior (DOI) supplemental ethics regulation 5 C.F.R. § 3501.105(b) requires that Service employees obtain written approval from an ethics counselor before engaging in outside employment with a prohibited source. This approval is documented in form DI-7010. The Concessioner must not employ in any status an NPS employee who has not obtained written approval through the DI-7010 process. Because NPS employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest, it may not be feasible for NPS employees with management and oversight responsibilities of concession operations (including concession specialists, superintendents, and NPS management staff) to receive ethics clearance to continue to work on matters related to the Concessioner when their spouse or minor children work for the Concessioner. The Concessioner should retain a copy of any approved DI-7010 forms in their files.
- (4) Training: The Concessioner must provide its employees appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees and submit such materials to the Superintendent for the Superintendent's review and comments.
- (b) Job Training. The Concessioner must provide appropriate job training to each of its employees before providing them duty assignments and allowing them to work with the public. Training must include the following in addition to job-specific skills:
- Service concession management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Commercial Services Guide.<sup>4</sup>
  - Customer service. The Concessioner must provide customer service and hospitality training to employees who have direct visitor contact and develop a quality control program to ensure that employees provide high levels of service to guests. Results of the quality control program must be provided to the Service.
  - Resource and informational training. The Concessioner must provide training for all of its employees who provide interpretive, resource management, and safety information to visitors.

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<sup>4</sup> <https://www.nps.gov/subjects/concessions/upload/CS-Guide-Final-Ver-3-FINAL-Updated-04-09-19.pdf>

- Sanitation training. The Concessioner must provide sanitation training to its food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the Food Code as published by the U.S. Food and Drug Administration.
  - Safety training. The Concessioner must train its employees annually according to the training requirements in its Risk Management Program.
  - Environmental training. The Concessioner must provide environmental training to all of its employees according to its Environmental Management Program.
- (c) Orientation. The Concessioner must provide orientation training for its employees.
- The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
  - The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This will include information on hazards employees may encounter on their time off.
  - The Concessioner must emphasize to its employees that the feeding of wildlife, including improper trash or food management, within the Area is prohibited and that employees may be cited for these actions.
  - The Concessioner's employee orientation training program must be ongoing, allowing employees to become experts on many aspects of the Area beyond orientation or specific job operations. Examples of topics to address include: hiking information, including routes and safety; other facilities and services available within the Area in addition to those of the Concessioner; geology, flora, and fauna; and history of the Area.
  - The Concessioner must work with Area staff to provide a training program with a specific focus on National Park Service mission orientation, critical program knowledge and practices, with special emphasis on Area and resource management. This training will be available to all Concessioner managers.
  - The Concessioner may request Service staff to present on certain topics of interest.
  - The Concessioner must inform its employees of Service regulations and policies through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
- (d) Interpretive Training. The Service may provide interpretive skills training for all Concessioner employees who provide interpretive and safety orientation information and services to visitors. The Concessioner must require such staff to attend this training. The Concessioner must work closely with the Concessions Management Office and Service Interpretive staff to develop and improve the methods of preparing and presenting effective interpretive information. The Service evaluates interpretive visitor services to ensure appropriateness, accuracy, and their relationship to Area interpretive themes. The Concessioner must submit all interpretive materials it plans to use in presentations and printed material for the review and approval of the Superintendent.
- (e) Maintenance Training. The Concessioner must provide periodic skills training for its maintenance staff. Topics may include historical restoration techniques and skills training based on the areas that will benefit the skill level of the staff. The Concessioner must work with a qualified training provider to serve as a resource and assist in delivering training programs for the Concessioner's maintenance staff.
- (f) Employee Handbook. The Concessioner must develop and provide all of its employees with an employee handbook articulating the policies and regulations of

the Concessioner and the Service. The Concessioner will provide its proposed employee handbook to the Service for review within 90 days after the Contract's effective date, prior to distribution to employees. The Concessioner must submit revisions to the Service for review 30 days prior to distribution with modifications highlighted.

- (5) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 26 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 assessing 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) Employee Housing, Food Service, Medical, and Other Services**

- (1) *Employee Housing and Food.* The Service will evaluate the Concessioner's employee housing and food service using the Service's Employee Housing Standards (10-EHO), available on the Commercial Services Website. All standards on the 10-EHO form apply as well as the following.

- (a) The Concessioner will provide food and housing for its employees who reside in the Area. The Concessioner will provide adequate cooking and food storage facilities where appropriate. Food storage facilities must be vermin-proof. The Concessioner will implement preventive measures for Hantavirus.
- (b) The Concessioner must manage its employee housing rental account and meal charges on a cost-recovery basis and not as a profit center. The Concessioner will ensure that employees' rental charges do not exceed a reasonable percentage of their earnings.
- (c) The Concessioner must designate a supervisor for employee housing and provide this person's name and contact information to the Service.
- (d) The Concessioner must furnish employee rooms to serve the appropriate number of occupants.
- (e) The Concessioner must provide well-balanced varied menus for its employees, including a variety of foods that will accommodate a variety of diets, including vegetarian.
- (f) The Concessioner must ensure employee compliance with quiet hours in the employee housing areas, which are between the hours of 10:00 p.m. and 6:00 a.m.
- (g) Subletting housing units is prohibited.
- (h) Housing Policy. The Concessioner must submit its initial housing policy to the Service within 90 days after the effective date of the Contract. After this, the Concessioner will review and update its housing policy as needed or requested by the Service (see below). The Concessioner must ensure its housing policy complies with the provisions of the Area's Housing Policy (available from the Service upon request) regarding exterior appearance, activities, and grounds. The Concessioner's housing policy must include at least the following topics:
  - Housing rates for employees, deposit and refund policies, and assignment policies
  - Employee food service rates, schedule, and policies
  - Modifications, maintenance, and upkeep of the external appearance of employee housing and housing areas
  - Yards, grounds, and landscaping, including defensible space
  - Radio and television antennas and satellite dish locations and wiring
  - Parking, licensing, storage, and repair of motor vehicles and boats
  - Storage of flammable liquids

- Use and disposal of hazardous household materials
  - Storage of firewood
  - Pets
  - Trailers and RV sites
  - Washers and dryers
  - Phones and internet access
  - Shuttles between local communities and housing areas
  - Recreational opportunities for staff living within Area boundaries
  - Housing inspection procedures
  - Housing security program (internal)
- (i) Employee Shuttle. The Concessioner must provide adequate daily round-trip shuttle service for transportation of employees from the Luray area to Skyland and Big Meadows. The Concessioner must develop and submit to the Service within 90 days of effective date of the Contract (and subsequently as updated) a written policy that describes how the Concessioner will:
- provide daily roundtrip shuttle service for employees.
  - transport out of the Area, and to public transportation, any concession employee (and their personal property) who has been terminated.
  - transport employees to and from a medical facility for non-emergencies.
- (2) *Medical Services*. Non-emergency medical treatment is available within the local communities. The Service may respond to and provide limited emergency medical services.
- (3) *Other Employee Services*.
- (a) Employee Recreation Program: The Concessioner must develop and support an employee recreation program that includes a variety of appropriate in-Area and out-of-Area recreational activities for its employees.
- (b) Volunteers in the Park (VIP) Program: Concessioner employees may participate in the National Park Service's Volunteers in Parks (VIP) program. More information on the VIP program is available at <http://www.nps.gov/volunteer/>.

## H) Public Relations

The Concessioner must accurately inform and educate the public on many topics throughout all operations, services, and Concession Facilities, including answering questions, providing clear directional signage for the property (for walking and parking) and labels on menus and sales merchandise, and marketing.

- (1) *Required Notices*. The Concessioner must prominently post the following notice at all Concessioner 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. Please address comments to:
- Superintendent  
Shenandoah National Park  
3655 U.S. Highway 211 East  
Luray, Virginia 20835  
SHEN\_Superintendent@NPS.gov"
- (2) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark 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, including the request to use the Mark, as provided on <https://www.nps.gov/subjects/concessions/cti.htm>.

- (3) *Public Statements.* The Concessioner must forward all Area-related media inquiries to the Service's Public Affairs Office concerning operations within the Area, questions about the Area, or any incidents occurring within the Area. However, media interviews and visits to Concession Facilities to report on Concessioner operations may be done with a courtesy notification to the Public Information Officer.
- (4) *Promotional Material*
  - (a) Approval. The Concessioner must submit any new or updated promotional material to the Service for review within 30 days of Contract's effective date and as updated at least 15 days prior to publication, distribution, broadcast, etc. The Concessioner will appoint a representative to coordinate with the NPS public affairs team. This person will engage directly with the NPS public affairs team to ensure approvals are met.
  - (b) The Superintendent may require the Concessioner to remove any unapproved promotional material.
  - (c) Promotional material distributed within the Area may promote only services and facilities within the Area.
  - (d) Concessioner publications and promotional materials must meet the graphic design standards of the NPS.
  - (e) If the Concessioner uses social media for the services it provides under the Contract, the Concessioner must monitor social media pages for offensive postings or inappropriate activities and remove offensive, inappropriate, or inaccurate postings immediately upon discovery.
- (5) *Statements in promotional materials*
  - (a) Authorization. Advertisements for the Concessioner must include either the Authorized Concessioner Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Shenandoah National Park.

#### **I) Risk Management**

- (1) The Concessioner must develop, maintain, and implement its own Risk Management Program (RMP) in accordance with Service *Risk Management Program Standards* located on the Commercial Services Website.
  - (a) The Concessioner must submit its initial RMP to the Superintendent within 60 days after the Contract's effective date and annually thereafter by February 1.
  - (b) The Concessioner must update its RMP to comply with Applicable Laws as necessary.
- (2) *Safety Representative.* The Concessioner must designate one of its employees as its safety representative at the beginning of the Contract and update this information as necessary. This person must have the authority to make decisions for the Concessioner regarding any safety issues or concerns.
- (3) *Emergency Evacuation Plan.* The Concessioner must develop and maintain a written Emergency Evacuation Plan in accordance with Applicable Laws and the Area Chief Ranger's Office as part of its Risk Management Program. The Plan must include, at minimum, evacuation procedures for visitors and employees and procedures for safeguarding valuables. The Concessioner must train staff on the execution of the plan.
- (4) *Employee Accident/Injury Report.* The Concessioner must provide the Service with an annual summary listing the types of injuries/accidents that employees sustained, and employee lost days incurred during the previous calendar year. The report must include a comparison of that year's data to previous years. This report is due by February 1 each year.
- (5) *Hazardous Substance Emergency Response.* The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill

Prevention Control and Countermeasure Plan. Training and emergency response equipment will be provided as appropriate and will be maintained in good condition. The Concessioner will provide these plans to the Service, if requested, to be consistent with each other and integrated with Service emergency response plans.

**J) Exculpatory Agreements**

- (1) The Concessioner may ask visitors (or their legal guardian if the client is under 18 years of age) participating in the Concessioner's services identified below as "high risk" to sign exculpatory agreements that include a visitor acknowledgment of risk (VAR), waiver of liability (WoL), and indemnification clauses.
- (2) "High risk" services under this Contract are the following: horseback riding.
- (3) The Concessioner's exculpatory agreements:
  - (a) Must comply with applicable state and federal law and Service policy;
  - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
  - (c) Must waive liability against the United States by including the following language:
    - "The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
- (4) The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant with Applicable Laws or Service policy. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

**K) Environmental Management**

- (1) *Environmental Management Program (EMP)*. The Concessioner must prepare an EMP in accordance with Section 6 of the Contract and with the Service Environmental Management Program Standards for Concessioners located on the NPS Commercial Services website. The Concessioner must submit its initial EMP to the Superintendent within 60 days of the Contract effective date and annually thereafter by February 1. The Concessioner must update its EMP to comply with Applicable Laws as necessary.
- (2) *Environmental Reporting*. The Concessioner must submit to the Superintendent, at least annually by February 1, an inventory of all waste streams generated by the Concessioner under this Contract. The waste stream inventory will include solid waste streams, hazardous waste streams, and items diverted for recycling, composting, or other such use. Additionally, the waste stream inventory will be in appropriate detail to distinguish for specific materials, such as plastics and food waste, and will include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

**4) UTILITIES (ALSO SEE EXHIBIT H: MAINTENANCE PLAN)**

**A) Concessioner**

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. The Concessioner must pay these suppliers directly.

- (2) The Concessioner must promptly pay for electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or services, whether provided by governmental authority, or public or community service company.
- (3) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (4) *Utility Add-on.* The Concessioner may not apply a utility add-on to rates.

**B) National Park Service**

- (1) The Service provides water and wastewater disposal to the Concessioner (please see the Maintenance Plan for additional information). The Service charges the Concessioner for these services in accordance with Service policy.
- (2) The Service may cease to provide a particular utility service if such service is commercially available, and the Service deems it in the public interest to switch to a commercial utility.
- (3) Under Service policy, the Service charges utility users, including the Concessioner, rates established annually based on actual operating costs and the amortized cost of capital improvements to utility systems. Refer to Director's Order #35B for more information on this policy. The Service reviews its operating costs for utilities annually and notifies the Concessioner of the new rate in writing at least 90 days prior to rate changes. As additional projects are completed, the Service expects utility costs, and subsequently utility rates, may increase throughout the Contract term. Utility rate increases will not exceed 10% over the prior year rate.

**5) PROTECTION AND SECURITY****A) Concessioner Security Personnel**

- (1) *Security.* During the operating season, the Concessioner must provide security personnel to handle in-house employee issues and to check Concession Facilities for security purposes between 11 p.m. and 7 a.m. daily at Skyland and Big Meadows Lodge. Concessioner-employed security personnel will enforce the Concessioner's employee policies and housing regulations. This function may be handled as a collateral duty by the Concessioner's staff; however, the security function will be their priority duty.
- (2) *Reporting of Criminal Violation.* The Concessioner must implement standard operating procedures that result in the immediate reporting by phone of all suspected and known criminal violations to the Dispatch Center at 1-800-732-0911, 24 hours a day and 7 days a week.
- (3) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms while on duty.

**B) National Park Service**

- (1) *Authority.* The Service has exclusive jurisdiction within the Area, including law enforcement, search and rescue, emergency medical services, public health, and structural fire.
- (2) The Service provides resource, employee, and visitor protection. The Service may conduct law enforcement patrols within the Concession Facilities.
- (3) The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner security personnel.
- (4) The Service handles violations of federal, and adopted state and county laws, including the serving or execution of civil process.

**C) Fire Prevention, Protection, and Suppression**

- (1) *Concessioner.* All requirements regarding this topic are in the Maintenance Plan.
- (2) *Service.* The Service provides incident command for emergencies. Local communities outside of the Area provide structural fire response.

**D) Emergency Medical Care**

- (1) The Service provides emergency response medical services in addition to emergency services provided by local communities outside of the Area boundary.



(2) *Training*

- (a) The Concessioner will ensure that key employees attend emergency medical training, including CPR/AED, and first aid courses. All security personnel must be certified to perform CPR, operate AEDs, and provide basic first aid.
- (b) The Concessioner must train all of its employees to use proper emergency reporting procedures and to provide essential information, e.g., a call back number at their location. The Service Communications Center will dispatch rangers and emergency personnel as appropriate.

(3) *Reporting Medical Emergencies.* All medical emergencies must be reported to 1-800-732-0911.

(4) *Automated External Defibrillator.* The Concessioner must provide automated external defibrillators (AEDs) at Concession Facilities. At a minimum, AEDs must be located at Elkwallow Wayside, Skyland, Big Meadows Wayside, Big Meadows Lodge, Lewis Mountain Camp Store, and the Loft Mountain Wayside.

## 6) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

Service Standards provided by current Service policy are minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards established for each service or operation. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the Service's concessioner website.

### A) Lodging

(1) *General.* The Concessioner must provide clean, well-maintained overnight accommodations. The Concessioner will coordinate improvements to rooms and furnishings with the Area. Such furnishings, bedspreads, pictures, draperies, etc. must express an Area theme with sensitivity to historic preservation and décor where appropriate. The Concessioner must obtain prior written Service approval before implementation of improvements or changes. The Service considers rooms at Skyland Resort and rooms and cabins at Big Meadows Lodge to be midscale, while the cabins at Lewis Mountain and Skyland Resort are basic. See the Commercial Services Website (link in the Introduction) for the Midscale (10-LGM) and Basic (10-LGB) Lodging Standards that are applicable to the Concessioner's lodging services under the Contract.

(2) *Service-Specific Standards.* The following Service specific standards apply in addition to the generally matching industry standards:

- (a) Telephone Service. Guests must have easy 24-hour access to outgoing phone service. The Concessioner will provide house phones at each lodge that allow for communication with the front/registration desk 24 hours a day and 7 days per week. The Concessioner must answer guests' calls promptly.
- (b) Housekeeping. At a minimum, the Concessioner must offer housekeeping every third day, or upon guest request, using environmentally sensitive cleaning products where practicable. The Concessioner must provide fresh linens and bathroom supplies upon request; however, the Concessioner must encourage linen reuse during a guest's stay. The Concessioner's supervisory housekeepers must inspect a representative sample of rooms in each room type each day.
- (c) Guest Room Check-in/Check-out: The Concessioner will provide an express check-out option to all guests.
- (d) The Concessioner may consider working with the Service to participate in the Checkout Counter Donation Program to benefit Area programs.
- (e) The Concessioner must provide front desk operations 24 hours a day at Skyland Resort and Big Meadows Lodge. At Lewis Mountain, the Concessioner must have an employee at that location for guests to contact 24 hours a day.
- (f) The Concessioner will inform guests that cooking is prohibited in or near lodging units and will enforce this prohibition.
- (g) Guests must be prohibited from using fireplaces in rooms.

- (3) *Amendments to Service-Specific Operating Standards for Midscale Lodging.* The Service will evaluate the Concessioner on the amended version of the following standards as stated below:
- (a) Element 118: Cleaning Services and Frequency. The Concessioner must service occupied rooms every third day or upon request.
- (4) *Amendments to Service-Specific Operating Standards for Basic Lodging.* The Service will evaluate the Concessioner on the amended version of the following standards as stated below:
- (a) Element 101: Cleaning Services and Frequency. The Concessioner must service occupied rooms every third day or upon request.

## **B) Food and Beverage Service**

### **(1) General**

- (a) Standards. See the Commercial Services Website (link in the Introduction) for the Food and Beverage Family Casual, Fast Casual, and Bar/Cocktail Lounge standards that are applicable to the Concessioner's food and beverage services under the Contract. Additional standards and requirements are below. Locations and classifications are identified below.
- Elkwallow Wayside – Fast Casual
  - Skyland Resort Dining Room – Family Casual
  - Skyland Resort Kiosk – Quick Service
  - Skyland Resort Taproom – Bar/Cocktail Lounge
  - Big Meadows Wayside – Fast Casual
  - Big Meadows Dining Room – Family Casual
  - Big Meadows Kiosk – Quick Service
  - Big Meadows Taproom – Bar/Cocktail Lounge
  - Loft Mountain Wayside – Fast Casual
- (b) Management. The Concessioner must ensure that a manager or other key personnel are visible in the food and beverage service outlets during all operating hours.
- (c) Management System. The Concessioner must demonstrate its commitment to visitor safety by planning for safe food storage, handling, and preparation. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan or incorporate its documented compliance into existing plans.
- (d) Menus. All menus must maintain a selection and associated price range that accommodates the general range of Area visitors appropriate to the service classification level. The Concessioner will offer a range of food that provides for a wide variety of visitor needs, including vegetarian entrees (and will note the type of vegetarian diet, e.g., ovo-lacto, lacto, and vegan on the menu), children's menus, and medically restricted diet offerings (including gluten-free, low fat, low calorie, dairy free, and low sodium) and organic. Menus and service should integrate healthy and sustainable concepts into operations.
- The Taprooms at Skyland Resort and Big Meadows Lodge must, at a minimum, serve light fare during operating hours.
  - The Concessioner may provide catering for special events outside of its land assignment but inside Area boundaries (subject to NPS review and approval). The Concessioner may provide a mobile kitchen to support outdoor catering that must comply with all public health requirements.
- (e) Core Menu. The Concessioner must submit its draft core menu in writing to the Service for rate approval by February 1 of each operating year.
- (f) Required Menu Items. The Concessioner must offer the following menu items.

- Blackberry ice cream pie at Skyland Resort and Big Meadows Dining Rooms.
  - Fried chicken at Big Meadows Wayside.
  - All Waysides must offer blackberry milkshakes made from hand-dipped ice cream.
- (g) Public Health. All food preparation, storage, and dishwashing must conform to FDA Food Code requirements.
- Food Safety Plan. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan that covers safe food storage, handling, and preparation. The Concessioner must provide its initial Food Safety Plan to the Service within 60 days following the Contract effective date.
  - Food Safety Certification. The manager of each kitchen must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent. Employees preparing and handling food must have appropriate food-handlers training.
  - Allergens. The Concessioner must notify guests of potential contamination linked to common allergies, including but not limited to peanuts, seafood, milk, and wheat. The Concessioner must have available the ingredient list for all menu items.
- (h) Table Settings. To minimize waste, the Concessioner will use non-disposable products where feasible. Where this is not feasible or during times of emergency (i.e., power outages), the Concessioner must use recyclable or compostable products and provide appropriate recycling or composting containers for them.
- (i) Alcoholic Beverage Sales
- Liquor laws. The Concessioner must comply with applicable portions of the Commonwealth of Virginia Alcoholic Beverage Control (ABC) Act.
  - Retail sales. The Concessioner may sell beer and wine at Elkwallow, Big Meadows, Lewis Mountain, and Loft Mountain waysides and camp stores. The Concessioner may sell beer and wine in all gift shops.
  - Restaurant and bar service. Alcoholic beverage service must be available to the public at the main dining rooms at Skyland Resort and Big Meadows Lodge and the bars at Skyland Resort and Big Meadows Lodge. Unless specifically approved by the Superintendent, promotional activities may not center on alcoholic beverages.
  - The Concessioner must provide incentives for designated drivers such as free soft drinks and coffee.
  - The bars must close no later than 11:00 p.m., with last call no later than 10:45 p.m., to enable patrons to finish drinks and leave by 11:00 p.m.
- Employee Training. The Concessioner must have on-duty at least one manager/lead employee who has attended a liquor law training program at each location when alcohol is being served. The Concessioner must train its employees, including bartenders, servers, and retail sales associates, in the responsible practices of serving and selling alcoholic beverages, to recognize persons who should not be served or sold alcohol beverages.
- (j) Healthy and Sustainable Food Guidelines
- The Concessioner must comply with current NPS Standards for Sustainable and Healthy Foods. The current standards are found in the [NPS Healthy Food Choice Standards and Sustainable Food Choice Guidelines for Front Country Operations](#), some of which are outlined in the Service Standards for food and beverage operations.

- (k) *Exclusions to Service-Specific Operating Standards for Family Casual Food and Beverage.* The Service will not evaluate the Concessioner on the following standards:
  - None
- (l) *Exclusions to Service-Specific Operating Standards for Fast Casual Food and Beverage.* The Service will not evaluate the Concessioner on the following standards:
  - None
- (m) *Exclusions to Service-Specific Operating Standards for Quick Service Food and Beverage.* The Service will not evaluate the Concessioner on the following standards:
  - **#35—Tableware/Drinkware** – “Tableware and drinkware are disposable.”
- (n) *Exclusions to Service-Specific Operating Standards for Bar/Cocktail Lounge Food and Beverage.* The Service will not evaluate the Concessioner on the following standards:
  - None

### C) Retail

- (1) *Standards.* See the Commercial Services Website (link in the Introduction) for the Retail Standards (10-RET) that are applicable to the Concessioner’s retail services under the Contract. Additional standards and requirements are below.
- (2) *General Retail Requirements*
  - (a) Required Retail Items. The Concessioner must provide a range of items including souvenirs, authentic native handicrafts, convenience items, groceries, camper/hiker supplies, and apparel. The Concessioner must provide at a minimum:
    - A variety of gifts and souvenirs at a range of price points that appeal to a range of ages and provide visitors with opportunities to buy memorabilia while obtaining informational or educational messages related to Area Fundamental Resources and Values.
    - A selection of “Made in USA” products. The Service considers “Made in USA” to meet the Federal Trade Commission (FTC) requirement that “all or virtually all” the product has been made in the USA. That is, all significant parts, processing, and labor that go into the product must be of U.S. origin. “Made in USA” products should not contain any - or only negligible - foreign content.
  - (b) Core Retail Items. The following is a list of core retail categories that the Concessioner must price using the Markup method. Category descriptions from the National Association of Convenience Stores (NACS) can be found at <https://www.convenience.org/Research/NACS-Category-Definitions-Number-Guide/Category-Definitions-8.pdf>. The Concessioner may price all other convenience items using CMD.

<b>NACS Code</b>	<b>Category</b>
<b>07-00-00</b>	<b>Packaged Beverages</b>
07-04-00	Juice/Juice Drinks (Includes: 100% juice, vegetable drinks, canned/juice box drinks)
07-05-00	Bottled Water (Includes: flavored, carbonated, still, fortified waters)
<b>17-00-00</b>	<b>Alternative Snacks</b>
17-02-00	Granola/Fruit Snacks
17-03-00	Health/Energy Bars (Includes: meal replacement, diet, energy, cereal, nutritional bars)
<b>20-00-00</b>	<b>Non-edible Grocery</b>
20-01-00	Laundry Care (Includes: laundry detergent)
20-02-00	Dish Care (Includes: dish soap)
20-03-00	Household Care (Includes: insecticides)
20-04-00	Paper/Plastic/Foil Products (Includes: toilet paper)
<b>21-00-00</b>	<b>Health &amp; Beauty Care</b>
21-01-00	Analgesics

21-02-00	Cough & Cold Remedies (Includes: cough drops)
21-03-00	Stomach Remedies (Includes: antacids)
21-06-00	Grooming Aids (Includes: shampoo, oral care, deodorants, soap, shaving needs)
21-07-00	Feminine Hygiene (Includes: tampons, sanitary napkins)
21-10-00	Skin Care/Lotions/External Care (Includes: sunscreen, eye care, lip care, first aid)

**22-00-00 General Merchandise**

22-02-00	Batteries
22-08-00	Lighters

**28-00-00 Ice**

- (c) Décor and Merchandising. The Concessioner must integrate concepts from the Area Fundamental Resources and Values into the merchandise selection, and merchandise generally must contribute to the understanding of the Area and related environmental and cultural values. Merchandise selection must provide a balanced representation of the Area's Fundamental Resources and Values without one value or theme dominating others.
- (d) Authentic Native Handicrafts. The Concessioner must ensure that all authentic native handicrafts have appropriate certification, in accordance with all Applicable Laws, including the Indian Arts and Crafts Act of 1990, Public Law 101-644, as amended and codified at 25 U.S.C. §§ 305 et. seq., and 36 C.F.R. § 51.83. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of authentic native handicraft items in accordance with Service policy. These records will 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 Superintendent, certification of authenticity of all handicraft items for which it claims exception to franchise fee.
- (e) Vending. The Service will evaluate vending service as part of its evaluation of retail services. The Concessioner must locate the vending machines in areas convenient to the public and subject to Service approval. In addition to service standards included in the 10-RET form, the Concessioner must comply with the following requirements.
  - Standards. The Concessioner must keep machines clean, properly stocked, and in good working condition. Signage on machines must relate to Area interpretive themes or be generic in nature, and be adequately illuminated, but not contribute to night light pollution. The equipment must also be equipped with energy misers to conserve energy. The Concessioner must ensure that vending machines and their locations are easily identifiable, conveniently located, and of a design and color that complement the aesthetics of the location and the Area. The Service will approve all locations and all faceplates and colors of machines. Faceplates will reflect Area themes rather than serve as advertising space. The Concessioner must submit a proposal for vending machine locations and rates to the Concessions Office for approval, within 90 days after effective date of the Contract.
  - Cigarettes. The Concessioner will not offer cigarette vending machines.
  - Signs. The Concessioner must post signs that direct visitors where to get a refund or other assistance with vending machines. The Concessioner may post signs on vending machines that contain information reflective of Area Fundamental Resources and Values.
- (f) Automated Teller Machines (ATMs). The Concessioner must provide ATMs at Big Meadows Lodge, Skyland Resort, and other locations as approved by the Service. The Concessioner must include any income received from ATMs in gross receipts. The Concessioner must submit rate requests for any ATM service charges in accordance with Service policy.
- (3) Internet Sales. The Concessioner must include the sale of merchandise provided onsite that occur via the internet in revenue for calculating gross receipts under the terms of the Contract. The

- Concessioner may design a website to promote its business and provide an online portal for internet sales.
- (4) *Gift Shop Mission Statement.* The Concessioner must adhere to the "Gift Shop Mission Statement," once it has been developed by the Service.
  - (5) *Concessioner's Merchandise Plan.* The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes (as outlined in the Long Range Interpretive Plan<sup>5</sup>), Service guidelines and Service standards, environmental issues, and educational themes. The Concessioner's merchandise plan must address retail themes, product types, prices, labeling, and display procedures. The Concessioner must submit its merchandise plan to the Service for review and approval within 120 days of the Contract's effective date and revise it as necessary.
  - (6) *Labeling and Certification*
    - (a) The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available if this information is not already included on the item.
    - (b) Informational tags. Wherever appropriate, informational tags attached to the items will show their relationship to Area interpretive themes.
    - (c) Natural product labeling. The Concessioner must label merchandise made from natural products to disclose that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
  - (7) *Convenience Items*
    - (a) The camper stores must stock a variety of commonly needed food, beverages, supplies, and clothing for campers, hikers, and backpackers. The Concessioner may also sell limited curios and souvenirs at the camper store as agreed upon with the Service.
    - (b) The gift shops at Skyland Resort and Big Meadows Lodge may stock convenience items such as feminine products, sunscreen, lip balm, analgesics, etc.
    - (c) The Concessioner must sell reusable BPA-free bottles and provide a water filling station near the entry to all retail stores. The design and location of the water filling stations require Service approval.
    - (d) The Concessioner must request and receive permission from the Service for any sale of insecticides or pesticides that are not intended for personal use.
  - (8) *Items Not to be Sold or Displayed*
    - (a) The Superintendent may review and approve all merchandise sold in the Area. The Superintendent may exercise his or her discretion to determine that certain items may be inappropriate and unacceptable for sale.
    - (b) In addition to the items listed as unacceptable merchandise in the Service's Retail Standards, The Concessioner may not sell or display the following:
      - Gifts and souvenirs which are commonly found outside the Area that do not relate to identified Area themes.
      - Junior Ranger Badges.
  - (9) *Exclusions to Service-Specific Operating Standards for Retail Services.* The Service will not evaluate the Concessioner on the following standards:
    - (a) None

#### **D) Horseback Riding**

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<sup>5</sup> <https://www.nps.gov/shen/getinvolved/upload/Shenandoah-LRIP-v5-508.pdf>

- (1) *Standards.* See the Commercial Services Website (link in the Introduction) for the Horse and Mule Standards (10-H&M) that are applicable to the Concessioner's horseback riding and other horse services under the Contract. Additional standards and requirements are below.
- (2) *Required Rides*
  - (a) The Concessioner must provide one-hour trail rides between the Skyland Stables and the turnaround on the Old Rag Oak Fire Road approximately one mile east of the Limberlost parking lot. During the peak season, the Concessioner must offer four rides each day Monday through Thursday and five rides each day Friday through Sunday. The Concessioner may offer rides less frequently during the non-peak season.
  - (b) The Concessioner must provide pony rides at Skyland Stables but must stable no more than four ponies.
  - (c) No all-day or overnight rides are authorized.
- (3) *Authorized Rides*
  - (a) Pony rides at locations other than Skyland Stables may be authorized with prior approval by the Superintendent.
  - (b) Wagon rides may be authorized with prior approval of the Superintendent.
- (4) *Requirements*
  - (a) Maximum Number of Horses. The Concessioner must stable no more than the maximum number of horses allowable by relevant State law. The Concessioner's land assignment contains 11 acres and 16 indoors stalls.
  - (b) Number of Horses per Ride. The maximum number of horses per ride for trail rides is 12 plus the wranglers' horses.
  - (c) Number of Riders per Horse. The Concessioner must not allow more than one person on each horse.
  - (d) Trail Restrictions. The Concessioner must keep the horses on the Service-established trails. Off-trail rides are not permitted.
  - (e) Manure Disposal and Collection. See the Maintenance Plan (Exhibit H) for this information.
  - (f) Opening and Closing of Trails
    - The Concessioner must not use any Area trails when they are soft, muddy, or unstable.
    - Prior to the operating season, the Concessioner will coordinate with the Concessions Management Office to ensure trails are dry enough for horse use.
  - (g) Weed Free Hay and Feed. The Concessioner must provide regionally certified weed-free hay. Currently, the regional standard is that hay and feed be free of noxious weeds including Johnson grass, purple loosestrife, European wand loosestrife, plumless thistle, curled thistle, musk thistle, autumn olive, kudzu, and multiflora rose.
- (5) *Concessioner's Operating Procedures.* The Concessioner must provide the Service with a copy of its operating procedures for trail rides. At a minimum, the Concessioner must provide the following information:
  - (a) Rider Qualifications and Restrictions (height, weight, and age restrictions).
  - (b) Wrangler Qualifications. At a minimum, wranglers must be experienced in horse care and be proficient riders.
  - (c) Emergency Procedures. Emergency procedures while on the trail (the minimum emergency medical training levels will be Standard First Aid and CPR with current certifications) and first aid kit requirements.
  - (d) Stable Practices. (Tack inspection procedures, routine and emergency medical care for stock, procedures for ensuring and monitoring proper hydration on hot days,

guidelines for removing stock from service, turnout area maintenance, preventing wildlife interactions, etc.).

- (6) *Interpretation* The Concessioner must provide interpretation of Area history and natural resources during trail rides. The interpretive guidelines must be submitted to the Superintendent for review and approval.
- (7) *Stock and Tack and Other Equipment.* In addition to complying with the Service's Horse and Mule Standards (10-H&M), at a minimum, the Concessioner must:
  - (a) Care for the horses properly to ensure their good health. More specifically, the Concessioner must properly feed and water the horses daily and must provide safe and clean stables and shelters for them in accordance with the Maintenance Plan (Exhibit H).
  - (b) Test and immunize all horses in accordance with the requirements of the State of Virginia or county authorities. The Concessioner must keep current health records and immunization records for each horse in the Area and make them available for inspection by the Service upon request.
  - (c) Keep horses used on trail rides groomed and clean, picking their hoofs daily and applying hoof treatment as necessary. Grooming is defined as currying, cleaning, brushing and removal of all burrs, dirt, and manure that might create sore spots on the horses' skin.
  - (d) Select stock on the basis of good health, good appearance, and mild disposition.
  - (e) Remove from use any animals with a temperamental or unsafe disposition.
  - (f) Remove from use any animals suffering from illness, injury, or an unsightly but not disabling condition until the animal has recovered. When a horse appears ill, the Concessioner must separate it from the group and notify a licensed veterinarian. The Concessioner may not return the animal to service until a licensed veterinarian has examined and cleared it to work.
  - (g) Notify the Commercial Service's Office immediately if a horse has an infectious disease and develop a quarantine and response plan.
  - (h) Notify the Commercial Service's Office immediately in the event of a horse's death. The Service, at its discretion, may require necropsy of the horse at the Concessioner's expense. If no necropsy is required, the Concessioner must remove dead horses within 24 hours after death, at the Concessioner's sole expense.
  - (i) Maintain all equipment/tack in a safe, operable, and clean condition and establish procedures for evaluating equipment/tack condition and properly maintaining it.
  - (j) Make helmets available for any rider desiring to wear one. Helmets must be in good condition and available in a range of sizes and must be kept clean.
- (8) *Exclusions to Service-Specific Operating Standards for Horse and Mule Services.* The Service will not evaluate the Concessioner on the following standards:
  - (a) None

#### **E) Campground Services**

- (1) *Standards.* See the Commercial Services Website (link in the Introduction) for the Campground Service Standards (10-CAM) that are applicable to the Concessioner's campground services under the Contract. Additional standards and requirements are below.
- (2) *Minimum Services.* The Concessioner must operate the following campgrounds.

<b>Location</b>	<b># Sites</b>
Big Meadows	221 (includes 50 tent only sites and 2 group sites)
Mathews Arm	166 (includes 3 group sites)
Loft Mountain	203 (includes 44 tent only sites and 3 group sites)



Lewis Mountain	30, plus 1 host site.
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- (a) Guest services. An employee must be available daily for guest services for campground users between the hours of 7:00 am to 7:00 pm at minimum, with extended hours during the weekend (until 10:00 pm) and other periods of high visitation. Self-check-in must be available 24 hours per day.
  - (b) The Concessioner is required to accept reservations for the campgrounds. The Service prefers that the Concessioner use Recreation.gov as its reservation system, but it is not a requirement. If the Concessioner does not use Recreation.gov for online reservations, the Concessioner may be required to provide real-time campground availability and other data to Recreation.gov or other informational databases as necessary. This data provision will likely require an application programming interface between the Concessioner's third-party or proprietary reservation system and Recreation.gov.
  - (c) Mathews Arm and Loft Mountain Campgrounds will have a mixture of reservable and first-come, first-served sites. Lewis Mountain Campground will offer first-come, first-served sites only. Sites at Big Meadows Campground will be by reservation only. The Concessioner must stagger release of sites for reservations as follows:
    - 6 months prior to the date of arrival- 50% of reservable sites will be released.
    - 2 weeks prior to the date of arrival- 25% of reservable sites will be released.
    - 4 days prior to the date of arrival- the remaining 25% of reservable sites will be released.
  - (d) The Concessioner must ensure the maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, is 14 consecutive nights and 30 nights per calendar year.
  - (e) *Group Reservations.* The Concessioner will allow groups between 7 and 15 persons to reserve and use sites D163 and D167 at Big Meadows Campground. The Concessioner will allow groups between 7 and 25 persons to reserve and use sites D165, D166, and D167, at Mathews Arm Campground. The Concessioner will allow groups between 7 and 20 persons to reserve and use sites H1, H2, and H3, at Loft Mountain Campground. The Service does not allow group reservations at Lewis Mountain Campground.
- (3) *Campground Regulations and Enforcement.* The Concessioner must enforce and notify campers of the Area's campground conditions, including the following:
- (a) Campsite limit is six people per site. Groups of more than six must occupy and pay for an additional site or group site.
  - (b) Camping within developed campgrounds is limited to a total of 30 nights in a calendar year, regardless of the Area campground(s) occupied.
  - (c) Camping is permitted only in designated sites.
  - (d) Quiet hours are 8:00 p.m. to 8:00 a.m. This prohibition includes generator use and idling vehicles.
  - (e) Wheeled vehicles and bicycles must stay on pavement or designated roads.
  - (f) All wastewater and garbage must be disposed of properly and not dumped on the ground. The Concessioner must provide instruction, as needed, as well as appropriate receptacles to ensure proper disposal of wastewater and garbage.
  - (g) Pets must be physically controlled and attended to at all times. Pets are not allowed more than 100 feet from roads. Pet owners are required to immediately remove and properly dispose of pet feces.
  - (h) Washing dishes or clothing or brushing teeth at outside campground spigots is prohibited.

- (i) All food items and items animals perceive as food, including toothpaste, soap, deodorant, and trash, must be stored inside a vehicle or in an animal-proof food storage container. Coolers or food boxes must not be left outdoors unattended.

(4) *Additional Requirements*

- (a) Firewood- The transportation or possession of firewood which is not in the original packaging, and which is not labeled and certified by the US Department of Agriculture (USDA) as heat treated firewood is prohibited. Campers may collect dead and down wood inside the Area to burn at Area campsites. For the purposes of this regulation, firewood is defined as any wood cut, sold, or intended for use as firewood, including chips, limbs, branches, etc., with or without bark. Kiln-dried, finished, and cut lumber or lumber scraps from which bark has been cut, like that purchased from a hardware store, is not considered firewood. Signage should be posted to educate guests regarding appropriate firewood use and practices. The Concessioner will instruct guests and request compliance. The Concessioner must report non-compliance to law enforcement.
- (b) Campground Host- The Concessioner will hold two sites at Big Meadows Campground and one site at Mathews Arm, Loft Mountain, and Lewis Mountain Campgrounds for a campground host. The NPS will choose which sites must be reserved. Campground hosts will provide general information to Area visitors about the park and its resources, as well as interpreting park regulations for visitors to ensure compliance. The Concessioner is responsible for all duties pertaining to operating and maintaining the campgrounds as identified in the Service Standards.
- (c) Each campsite must contain an individual bear box, fire ring, and picnic table.

(5) *Showers and Laundry*

- (a) The Concessioner must maintain the showers and laundry in clean, sanitary condition and in accordance with current Campground Service Standards (10-CAM). The Concessioner must clean restrooms and showers according to a posted schedule at least every three hours, or more often if needed to ensure cleanliness.
- (b) Showers and laundry will be self-service and available 24/7 during the operating season.
- (c) Shower enclosures and stalls must be well-maintained and clean. Shower curtains must be of appropriate length and material. Water pressure and temperature will remain constant and be comfortable. The Concessioner will provide at least two clothing hooks in each stall. Each shower stall will have an accompanying mirror.
- (d) The Concessioner must maintain laundry facilities and equipment in good working order and repair malfunctioning equipment within 2 business days of identifying a problem. The Concessioner must replace equipment on an appropriate cyclic basis with equipment featuring water and energy conservation features.
- (e) The associated camp stores must sell individually sized laundry detergent, powdered bleach, and other laundry related supplies (as approved).
- (f) If the Concessioner does not assign a full-time attendant to the shower and laundry, the Concessioner must provide a change machine in good working order.
- (g) The Concessioner will not provide video games or other game machines at the shower and laundry. The Concessioner must provide a seating area that is conducive to rest and relaxation and employ some space for interpretive/educational messages. The Service encourages showing videos with Area information, which may be the same videos the Concessioner offers for sale in its gift shops.

(6) *Exclusions to Service-Specific Operating Standards for Campgrounds.* The Service will not evaluate the Concessioner on the following standards:

- (a) Standard 37-39: Shower at Mathews Arm. There are no showers at Mathews Arm Campground.

- (b) Standard 46: Public Laundry at Mathews Arm. There is no laundry at Mathews Arm Campground.
- (c) Standard 58: Dump Stations. The Service will manage dump stations.

**F) Automotive services**

- (1) *Standards.* See the Commercial Services Website (link in the Introduction) for the Automobile Service Standards (10-AUT) that are applicable to the Concessioner's automotive services under the Contract. Additional standards and requirements are below.
- (2) *General Services*
  - (a) General description. The Concessioner must sell three grades of unleaded gasoline at the service station located at the Big Meadows Wayside. The Concessioner must provide two double-sided gas pumps with a pay-at-the-pump point of sale system. The pumps must operate 24 hours per day, seven days per week while the Big Meadows Wayside is open.
  - (b) The Concessioner must provide a tire air pump. This service may be free or coin-operated. The Concessioner must report revenue from a tire-filling station on the Concessioner Annual Financial Report.
  - (c) The Concessioner must schedule fuel deliveries to minimize the disruption of service and visitor inconvenience.
  - (d) The Concessioner will develop and maintain a Fuel Management Standard Operating Procedure (SOP) that defines operating practices for the system including monitoring methods, fuel loading procedures, fueling procedures, operator training, recordkeeping and reporting practices, and other appropriate procedures to meet these standards and Applicable Laws. This SOP must be included in the Concessioner's EMP.
  - (e) The service station must stock and sell minimal auto supplies, including oil, coolant, windshield washer fluid, jumper cables, diesel exhaust fluid, basic trailering components, and cans of tire repair air/sealant.
- (3) *Exclusions to Service-Specific Operating Standard 10-AUT.* The Service will not evaluate the Concessioner on the following standards:
  - (a) Standard 10: Vending Machines. No vending machines.
  - (b) Standard 17: Drinking Fountain. No drinking fountains.
  - (c) Standard 36-47: Garage/Auto Repair. No auto repairs allowed onsite.
  - (d) Standard: Towing. No towing authorized under this Contract.

**G) Interpretive services**

- (1) *General.* The Concessioner will work with the Service to develop interpretive messages and programs. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Area-related themes and topics such as resource protection, appreciation of Area values, and Service goals.
- (2) *Comprehensive Communication Plan.* The Concessioner must develop a communication plan for visitors and staff that will include, but not be limited to: human/wildlife interaction messages at each venue and high visitation areas within the Concessioner's land assignment, multi-lingual messages with visual cues, and a green guide that describes environmental efforts and how visitors can help protect the Area resources. The Concessioner must submit the plan for review and approval to the Service.
- (3) *Personal Interpretive Services.* Employees will demonstrate their knowledge of the significance of the Area's resources and history by providing accurate information and assistance to visitors.
- (4) *Non-Personal Interpretive Services.* This refers to the use of printed materials, computer websites, etc.
  - (a) In retail, lodging, and food service facilities the Concessioner must include thematic messages on a variety of items, including hangtags, receipts, menus, placemats,

paper cups, and comment cards. The Concessioner must submit these items for review and approval to the Concessions Management Office.

- (b) The Concessioner must provide appropriate locations within Concession Facilities, both interior and exterior, for Area interpretive, environmental, and safety messages.
- (c) Locations. The Concessioner must integrate Area interpretive themes into the interior decors at retail, lodging, and food service facilities.
- (d) Maps and Guides. The Concessioner will make Area information available at front desks at the lodges and the Loft Mountain and Lewis Mountain camper stores.
- (e) Cooperation with Service programs. The Concessioner will cooperate with the Service in the presentation of Service interpretive programs at Concession Facilities.

## 7) REPORTING REQUIREMENTS

### A) Concessioner Operational Reports

The Concessioner must submit the following reports in addition to those set out in Sections 14 and 15 of the Contract and elsewhere in the Operating and Maintenance Plans. The Concessioner must provide the Service supporting documentation for all operational reports upon request. The Concessioner must provide data electronically in Microsoft Office Word or Excel.

#### (1) General

- (a) Management Listing. Within 30 days after the Contract's effective date, the Concessioner must provide the Service a list of its key management and supervisory personnel, with office and emergency phone numbers and email addresses for each contact. The Concessioner must provide the Service updates to this list as it changes.
- (b) Incident Reports. The Concessioner must immediately report to the Area Communications Center (1-800-732-0911) the following:
  - Employee or visitor fatality.
  - Employee or visitor injuries requiring more than minor first aid treatment.
  - Personal and real property damage estimated to be over \$500.
  - Fires.
  - Incidents that adversely affect Area resources.
  - Known or suspected violations of the law.
  - Any motor vehicle accident resulting in property damage, personal injury, or death.

The Concessioner must include a summary of all incidents that occurred during the month in its monthly operational performance report.

- (c) Human Illness. The Concessioner must promptly report any suspected outbreak of human illness, whether among employees or guests, to the Area Concessions Management Office (540-999-3500, ext. 3471). If the Concessioner is unable to make direct contact with the Concessions Specialist (do not leave a message), the Concessioner must contact the Shenandoah Communications Center (1-800-732-0911). A suspected outbreak of human illness is three (3) or more persons with common symptoms that could be associated with water or food sources or other adverse environmental conditions, or an unexpected increase in human illnesses. Reportable symptoms of human illness include:
  - Food related illness complaints
  - Gastrointestinal illness
  - Illnesses carried by animals or insects such as Hantavirus, West Nile virus, Rocky Mountain Spotted Fever, Relapsing Fever, etc.
  - Communicable diseases

- (d) Reservation and Availability Data. The Service may request the Concessioner provide data to display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system, such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.
  - (e) Insurance. The Concessioner must provide annual updated statements and certificates of insurance to the Service initially before the effective date of the Contract and no later than 30 days after the insurance renewal date and in accordance with the Contract. The Concessioner should ask its insurance provider to update the Concessioner's replacement costs every year and should include demolition and removal costs.
  - (f) Visitor Demographic Data. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Operational Performance Reports*
- The Concessioner must maintain a management information system documenting visitor use patterns. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month, and an annual summary report before February 1 of the following year. The Concessioner must present the data electronically in a concise Excel spreadsheet format (.xls or .xlsx format). The report will include operational statistics and financial information for each activity as follows.
- (a) Overnight Lodging
    - Rooms available, rooms occupied, and average daily room rate for all areas broken down by area (Skyland, Big Meadows, and Lewis Mountain)
    - Market segmentation (e.g. individual leisure, tours, group, conference)
    - Total guest count
    - Average length of stay
    - Revenue per available room (RevPAR)
    - Turnaway demand for days during that month and reasons
    - Future booking pace (by month by facility)
    - Group tour breakdown (per day and summarized by month)
      - Listing of commercial providers with reservations
      - Total guest count
      - Average length of stay
  - (b) Food and Beverage
    - Number of covers served by breakfast, lunch, brunch, and dinner, and by outlet with corresponding revenues and average check
    - Number of banquet covers by breakfast, lunch, and dinner and corresponding revenues
  - (c) Retail
    - Gross revenue by outlet
    - Number of transactions by outlet
    - Revenue by merchandise category (e.g. authentic native handicrafts, gifts and souvenirs, grocery, apparel)
    - Average retail check
    - Transaction counts by month
  - (d) Service Station

- Gross revenue by category (gas sales, merchandise)
- Gallons sold by grade
- Number of transactions
- (e) Campgrounds
  - Sites available, sites occupied, and average daily rate for each campground broken down by site types (primitive, RV, RV w/ electric), by month
  - Total guest count
  - Average length of stay
  - Revenue per available site (RevPAS)
  - Turnaway demand for days during that month and reasons
  - Future booking pace (by month by facility)
- (f) Other
  - Vending revenue per month.
  - Guest telephone revenue if applicable.
  - Conference and special events (number of conferences and special events by location, date, and total revenue).
- (g) Employee Housing
  - Number of employee housing beds available and occupied for all areas and by individual locations.
  - Number of permanent and seasonal employees on staff at end of month.

## B) Concessioner Financial Reporting

In addition to the annual financial report (AFR) required in the Contract, the Concessioner must provide the following as detailed below.

- (1) *Franchise Fee Payments*. Within fifteen (15) days after the last day of each month that the Concessioner operates, the Concessioner must make payments due to the Service through electronic funds transfers, such as Pay.Gov, or updated system dictated by the Service.
- (2) *Franchise Fee Monthly Remittance Report*. Within fifteen (15) days after the last day of the month that the Concessioner operates, the Concessioner must notify the Service via email of the date and amount of franchise fee payment as well as the amount of gross receipts and authorized deductions on which the fee was calculated. Evidence of the franchise fee remittance must be provided with the franchise fee monthly remittance report.

## 8) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following table summarizes the primary reporting requirements of the Concessioner in this Operating Plan. In the event of any inconsistencies between this table and the main body of the Operating Plan above, the main body of the Operating Plan controls.

Title	Schedule	Due date
Employee handbook	Initial/as updated	Within 90 days after the Contract's effective date. Updates require a 30- - day Service review period.
Schedule of operating hours	Initial/as updated	90 days prior to the first date of operations, and as updates occur. Updates require a 30-day Service review period.
Management listing	Initial/as updated	Within 30 days after the Contract's effective date, and as updates occur.

Title	Schedule	Due date
Merchandise plan	Initial/annually	Within 120 days of the Contract's effective date, and thereafter as revised.
Visitor satisfaction monitoring system	Initial/as updated	Within 30 days after the Contract's effective date, and when updated.
Visitor comments	Annual/monthly	Monthly by the 15 <sup>th</sup> day of the following month and annually by February 1.
Risk management program	Initial/ annual	Within 60 days after the Contract's effective date; updates due by February 1 of each year.
Annual rate request	Annually	Initially by February 1 and annually 60 days prior to implementation.
Rate Monitoring Plan/Information	Initial/monthly	Within 60 days after the Contract's effective date and information monthly by the 15 <sup>th</sup> day of the following month
Length of stay, group bookings, deposits, refunds, and cancellation policy	Initial/annually	Within 120 days following the effective date of the Contract and on an annual basis by February 1 if changes occur.
Firearms policy	Initial	Within 60 days after the Contract's effective date.
Summary of drug testing activity	Bi-annually	Annually on June 30 <sup>th</sup> and October 30 <sup>th</sup> .
Drug testing policy	Initial/as updated	Within 90 days following the effective date of the Contract and as updated.
Background check policy	Initial/as updated	Within 90 days following the effective date of the Contract and as updated.
Employee housing policy	Initial/as updated	Within 90 days after the effective date of the Contract and as updated.
Employee shuttle policy	Initial/as updated	Within 90 days after the effective date of the Contract and as updated.
Environmental management program	Annually	Within 60 days after the Contract's effective date; updates due by February 1 of each year.
Annual financial report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.
Promotional materials	Initial/as updated	Within 30 days of Contract's effective date and as updated 15 days prior to publication, distribution, broadcast, etc.
Certificates of insurance	Initial/annual	Before the effective date of the Contract and thereafter annually no later than 30 days after the insurance renewal date.
Franchise fee payment	Monthly	By the 15 <sup>th</sup> of each month for preceding month.
Franchise fee remittance report	Monthly	By the 15 <sup>th</sup> day of each month for preceding month.
Operational performance report	Monthly/Annually	By the 15 <sup>th</sup> day of each month for preceding month and before February 1 each year.

