

EXHIBIT B
OPERATING PLAN

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« Are Elem. Better Offer Applic.? Choose an item. Are Elem. Better Offer Applic.? »

ATTACHMENT A: REFERENCED WEBSITES

1) INTRODUCTION

This Operating Plan between **Concessioner Name** (Click or tap here to enter text.) (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service" or "NPS") describes specific operating responsibilities of the Concessioner and the Service regarding the visitor services within Big South Fork National River and Recreation Area (hereinafter referred to as the "Area") that the Concessioner is required or authorized to provide under the Contract.

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

This Operating Plan will be reviewed annually by the Superintendent of the Area in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions must be reasonable, consistent with the main body of the Contract, and in furtherance of the purposes of the Contract.

Are Elem. Better Offer Applicable? (Choose a building block.) Attachment A (Referenced Websites) at the end of this Operating Plan includes links to documents, policies, and procedures referenced in this Operating Plan.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority to manage and the managerial experience for the operations under the Contract.
 - (b) Employs staff with the expertise and training to operate all services provided under the Contract.
 - (c) Has full authority to act as a liaison in all Concessioner administrative and operational matters within the Area.
 - (d) Has the responsibility for implementing the policies and directives of the NPS applicable to the operations.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) Service

The Superintendent of the Area has responsibility for all Area operations, including commercial services operations. The Superintendent carries out NPS policy, including policies documented in the NPS Commercial Services Guide (CS Guide) and the Contract. The Superintendent, directly or through designated representatives, such as the concession specialist(s) of the Area, reviews, directs, and coordinates, pursuant to NPS policy, the CS Guide, and applicable laws, Concessioner activities relating to the Area, including by:

- (1) Evaluating Concessioner operations.
- (2) Reviewing and approving rates charged for all commercial services within the Area.
- (3) Reviewing and approving construction and improvements to Area lands and real property improvements.
- (4) Reviewing and approving changes to services, the Concessioner's plans, programs and procedures, and other requirements as outlined in the Operating Plan.

3) GENERAL POLICIES AND PROGRAMMATIC REQUIREMENTS

A) Environmental Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain an Environmental Management Program (EMP) in accordance with NPS Environmental Management Program standards. The Concessioner must submit to the NPS a documented EMP within 60 days of the effective date of the Contract and must submit any revisions at least 30 days before implementation. The EMP must be updated in response to any environmental deficiencies found in environmental audits or other inspections. The EMP must account for all Concessioner activities with potential environmental impacts. The Concessioner must incorporate environmental best management practices throughout its operation.
 - (a) Inventory of Waste Streams. The Concessioner must submit to the Service an inventory of all waste streams generated by the Concessioner under the Contract annually by February 1. 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.
- (2) Environmental Reporting
 - (a) The Concessioner must submit to the Service at least annually, by February 1, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Service may prohibit the use of any OSHA hazardous chemical by the Concessioner in its operations under the Contract. The Concessioner must obtain the Service's approval before using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in its operations under the Contract.
 - (b) The Concessioner will submit corrective action information related to inspections or environmental audits to the Service upon request.
 - (c) The Concessioner must submit to the Service copies of all documents, reports, monitoring data, manifests, and other documentation required under applicable laws to be submitted to regulatory agencies. The Concessioner must also submit to the Service any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Service in accordance with applicable laws.
- (3) 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.

B) Risk Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain a Risk Management Program (RMP) in accordance with NPS Risk Management Program standards. The RMP must account for all Concessioner activities with potential safety impacts. The Concessioner must submit its documented initial RMP to the Service within 60 days of the effective date of Contract and must submit any revisions at least 30 days before implementation. The Concessioner must update its RMP as needed to comply with applicable laws.
- (2) Emergency Response Plans and Reporting. The Concessioner must provide sufficient plans, procedures, equipment, and training to employees to enable them to respond to emergencies effectively and in accordance with applicable laws. Required plans must be included or referenced in the RMP and may include, but are not limited to, the following, depending on

operational context (e.g., level of emergency response and the quantity of hazardous materials in either above-ground or underground storage tanks maintained by the Concessioner, etc.):

- (a) Emergency Action Plan
 - (b) Emergency Response Plan
 - (c) Facility Response Plan
 - (d) List of AEDs for incorporation into Service AED plan
 - (e) Structural Fire Management Plan
- (3) Structural Fire Management. The Concessioner must include or reference plans, programs, and systems of inspection and training records, as described in the Maintenance Plan and in accordance with applicable International Fire Code and National Fire Protection Association codes and standards, in its RMP.
- (4) Hazard Communication Plan. The Concessioner must submit to the Service its Hazard Communication Plan, prepared in accordance with applicable laws, within 120 days of the effective date of the Contract. This plan must be referenced as part of the Concessioner's RMP.
- (5) Firearms

The Concessioner is responsible for determining how it will comply with federal and state firearm possession laws within its operations. The Concessioner must provide the Service a written possession of firearms policy detailing how it will implement these laws within its operation for review and approval within 60 days of the effective date of the Contract and as updated. Concessioner employees must not carry firearms while on duty in the Area. The Superintendent, at their sole discretion, may grant exceptions to this prohibition in consideration of a written request from the Concessioner.

- (6) Exculpatory Agreements. The Service has determined there are no high-risk activities required or authorized under the Contract and therefore exculpatory agreements are not permitted.

C) Resource Protection

- (1) Integrated Pest Management

The Concessioner must develop and implement an integrated pest management (IPM) program to manage invasive and nuisance species at Concession Facilities. The Concessioner must provide its documented IPM program to the Service within 60 days of the effective date of the Contract and as updated. The Concessioner's IPM program must be received by the park concession specialist and approved by the Area's IPM coordinator. The Service may conduct IPM inspections covering vector control and exclusion practices, pesticide application practices, and other aspects related to pest management.

- (2) Wildlife Interaction

- (a) The feeding of wildlife within the Area is prohibited.
- (b) The Concessioner must not display food in such a manner that may imply approval or encouragement of the feeding of wildlife.
- (c) Concessioner staff must comply with NPS wildlife interaction notification protocols.
- (d) The Concessioner must ensure food, trash, and recycling containers are wildlife proof; and must receive Service approval of all containers before use.

- (e) The Concessioner must post signage within the Concession Facilities that prohibits unattended food outdoors. See Section 4) D) General Operating Standards and Requirements, Public Information, for sign requirements.
- (3) Cultural and Archeological Resources
 - (a) The Concessioner must ensure protected sites and archaeological resources within the Area are not damaged or disturbed by the Concessioner, its employees, agents, or contractors, except in accordance with applicable laws and with the prior written approval of the Service.
 - (b) The Concessioner must report discoveries of any archeological resources immediately to the Service.
 - (c) The Concessioner must cease work or other disturbance that may impact any protected site or archeological resource until the Service grants approval, upon such terms and conditions as the Service deems necessary, to continue such work or other disturbance.
- (4) Smoking Policy. All Concession Facilities are designated as non-smoking in accordance with the CS Guide 6.15.2 and Director's Order 50D.

D) Property Management

- (1) Lost and Found. The Concessioner must establish a lost and found policy. The Concessioner must submit this policy to the Service for approval within 60 days of the effective date of the Contract and as updated. This policy must address how the Concessioner will handle lost and found or unattended property. Procedures must conform to NPS guidelines found in Personal Property Management Handbook #44.
- (2) Concessioner Vehicles
 - (a) All vehicles used to perform services under the Contract must be registered and licensed in accordance with all applicable laws.
 - (b) The Concessioner must ensure operators of all Concessioner vehicles must have a valid state operator's license for the size and class of vehicle driven.
 - (c) The Concessioner must ensure Service-approved designated areas are used to park and store its trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain unobstructed means of egress from all such areas.
 - (d) Concessioner vehicles used in the Area must display the Concessioner's name and logo.
 - (e) The only vehicle maintenance allowed within the Area is topping off fluids in area(s) the Service designates for maintenance. All other vehicle maintenance activities must take place outside the Area.
- (3) Abandoned Property. The Concessioner must take necessary and appropriate steps to remove and dispose of abandoned property found within Concession Facilities in accordance with applicable law and Service policy in a timely manner. The Concessioner must not store non-functioning or unserviceable equipment (including vehicles) within the Area. The Concessioner must notify the Service as soon as practicable of abandoned vehicles within the Concession Facilities. The Concessioner must tow abandoned employee vehicles at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner.

E) Visitor Satisfaction

- (1) Visitor Satisfaction Surveys
 - (a) The Concessioner must establish a Service-approved visitor satisfaction survey. The Concessioner must submit its plan for this survey to the Service within 60 days of the

effective date of the Contract. The survey may consist of electronic or hard-copy (e.g., comment card) surveys depending upon which survey medium best suits the location and services being monitored. The survey must monitor visitor satisfaction with service standards, perceived value, and overall visitor satisfaction.

- (b) The Service is developing standard visitor satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.
 - (c) The Concessioner must have an adequate supply of comment cards, or, if using an electronic system, information available on accessing the survey.
- (2) Visitor Complaints. The Concessioner must respond to all visitor complaints received through its established visitor satisfaction survey or forwarded to the Concessioner by the Service.
- (a) The Concessioner must provide the visitor an initial response within 48 hours to, at minimum, acknowledge receipt.
 - (b) The Concessioner must investigate and begin resolving all visitor complaints regarding its services within five business days of receipt. Copies of the initial complaint, the Concessioner's response, and any supporting documentation must be provided to the Service within five business days of the complaint, and the Service will copy the Concessioner on any response it makes to the visitor.
 - (c) The Service will forward to the Concessioner any complaints received regarding the Concessioner's operations.
- (3) Upon receipt, the Concessioner must provide copies to the Service of any visitor comments that allege misconduct by a Concessioner or NPS employee, or that pertain to the safety of visitors or the safety of Area resources.

F) Purchasing

The Concessioner may make purchases from a facility operated or owned by the Concessioner or its related entities, provided that the product is comparable in quality and price to equivalent products manufactured by unrelated suppliers.

G) Protection and Emergency Services

- (1) Law Enforcement
 - (a) Concessioner
 - (i) The Concessioner must comply with emergency and operational reporting requirements detailed in the "Reporting Requirements" section of this Operating Plan.
 - (ii) The Concessioner must secure the Concession Facilities and government personal property assigned to it under the Contract.
 - (b) Service
 - (i) The NPS provides visitor protection services within the Area, including responding to emergencies involving public safety, civil disturbances, and violations of the law.
 - (ii) The NPS handles all violations of NPS regulations and applicable federal, state, county, and city laws and ordinances within its jurisdiction.
- (2) Emergency Medical Care
 - (a) Emergency medical services (EMS) are provided by concurrently with the NPS and other local authorities.

- (b) Concessioner
 - (i) The Concessioner must have at least one employee cardio-pulmonary resuscitation (CPR) certified on site at all times to include automatic external defibrillator (AED). The Concessioner is encouraged to allow its employees to attend emergency medical training (EMT).
 - (ii) The Concessioner must maintain basic first aid supplies in Concessioner vehicles and at all Concession Facilities occupied by the public or used as Concessioner employee workspaces or communal housing.
 - (iii) The Concessioner must maintain employee EMS certifications and training documentation. The Concessioner must provide this documentation when requested by the Service.
 - (iv) The Concessioner must train all its employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location) to facilitate the dispatch of rangers and emergency personnel. Upon receiving a call, the local Sheriff's Office Dispatch or 911 will contact the Ranger on Duty.
- (c) Service. The NPS will review or investigate all visitor and Concessioner employee incidents that require emergency response.

H) Human Resources

- (1) Personnel List and Identification
 - (a) The Concessioner must provide to the Service a contact list of key management personnel within 60 days of the effective date of the Contract and annually by February 1.
 - (b) The Concessioner must immediately notify the Service of any changes and provide the Service an updated contact list.
 - (c) All Concessioner staff should be identifiable as employees of the Concessioner, including back-of-house and maintenance personnel, if applicable.
- (2) Employee Hiring Procedures and Policies. The Concessioner will submit to the Service within 60 days of the effective date of the Contract a copy of its hiring policies which address, at a minimum, the below requirements (updates should be provided to the Service as they occur):
 - (a) Drug-free Awareness and Testing. 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 require any employee who is in a safety-sensitive position (i.e., a person who is in a position where a lapse in attention could lead to serious injury, death, or property damage) to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of employee drug testing available to the Service upon request.
 - (b) Background Checks. The Concessioner must ensure background checks are performed on all employees as appropriate for the position. These may include wants/warrants checks, local criminal history checks, federal criminal records checks, national multi-jurisdictional database and sexual offender searches, social security number traces, and driving history checks. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Area Chief Ranger's Office. The Concessioner must require prospective employees to allow a release of their background

check information to the Service, and make them aware of this possible release of information in advance of hire.

- (c) NPS Employees. Department of Interior (DOI) 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 on DOI 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.

(3) Training

The Concessioner must develop and provide appropriate training to employees as required by all applicable laws and Service policies and standards (e.g., CS Guide, service standards, etc.). The Concessioner must maintain records of all employee training and must provide those records to the Service upon request. In addition, the Concessioner must provide the following training:

- (a) Safety. The Concessioner must train its employees at least annually regarding safety procedures in accordance with the Risk Management Plan
- (b) Orientation. The Concessioner must provide new employees orientation training to inform them of Area regulations and requirements that affect their employment and activities while working at BISO. The Concessioner will provide refresher training to all employees as necessary or required by Applicable Laws. Orientation training will include, at a minimum, the Service's and BISO's mission and policies, an orientation to the Area, initial response fire suppression, public health and sanitation, risk management, and Park regulations. The Service may monitor this training and may periodically assist the Concessioner on request.
- (c) Customer Service. The Concessioner must provide customer service training for employees who have direct visitor contact.
- (d) Environmental. The Concessioner must provide general resource protection and environmental awareness training to all employees per the Environmental Management Plan's requirements.

(4) Employee Handbook

The Concessioner must develop an employee handbook and provide each of its employees with a copy. The handbook will contain the policies and regulations of the Service and the Concessioner that pertain to the Concessioner's employees and contain information that ensures the Concessioner's employees understand the requirements of this Operating Plan. The handbook will convey the requirement that employees adhere to all applicable laws while in the Area. The Concessioner's employee handbook must include anti-harassment policies and reporting guidelines, Park natural and cultural resource protection, and environmental management policies and procedures. The Concessioner must provide a copy of its employee handbook to the Service for review within 60 days of the effective date of the Contract and at least 30 days before publication and distribution of any updates to employees.

(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.

(6) Volunteers-in-Parks (VIP) Program

The Concessioner must permit its employees to participate in the NPS VIP program. More information on the VIP program can be found on the NPS website.

I) Employee Facilities.

(1) Costs. The Concessioner must manage its employee housing program on a cost-recovery basis, and not as a profit center. Rate methodology must be provided to the Service annually by February 1.

(2) Temporary Employee Lodging. Employee use of temporary housing must be approved by the Service prior to authorization.

(a) Employee Housing Supervisor. The Concessioner must designate a onsite manager for employee housing and include this individual's name and contact information in its listing of key management personnel.

J) Structure Fire

(1) Service. The Service is responsible for structural or wild land fire responses beyond the Concessioner's initial response.

(2) Concessioner

(a) Fire prevention and protection must be primary considerations at all Concession Facilities. The Concessioner will ensure that Lodge employees are trained properly to handle initial responses to structural fires, including use of fire suppression equipment like fire extinguishers in Concessioner's assigned area.

(b) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.

(c) The Concessioner must ensure that all Concession Facilities meet federal, state, and local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limit to, National Fire Protection Association standards and National Park Service Resource manual 58 (RM-58) where feasible.

(d) The Concessioner must follow the Service Fire Suppression and Alarm System Control Program.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

(1) Minimum Operating Season and Hours. The Concessioner must provide the required services under the Contract in accordance with the minimum operating season hours outlined as follows:

Service and Location	Operating Season	Minimum Hours of Operation
Rustic Lodging	Year-round	24 hours
Food and Beverage	Year-round	As needed to serve breakfast, lunch, and dinner
Alcoholic Beverages	Year-round	As needed during meal periods
Retail	Year-round	During dining room operation
Stabling	Year-round	24 hours
Public Showers	Year-round	TBD

- (2) Allowable Operating Seasons and Hours for Authorized Services. The Concessioner may provide the authorized services under the Contract in accordance with the allowable operating season and hours outlined below, but must provide the Service with a notice of intent to provide the services, to include an outline of its plan to provide services subject to Superintendent review, at least 30 days before operations may begin. This notice is necessary to ensure the Service has sufficient time to make operational preparations.

Service and Location	Operating Season	Hours of Operation
Farrier Service	Year-round	TBD
Individual or Group Instruction for Specialized Activities	Year-round	TBD
Special Events	Year-round	TBD
Rentals	Year-round	TBD

- (3) Proposed Schedule of Operations. The Concessioner must provide its proposed schedule of operating season(s) and hours of operation by service and location for Service review and approval, annually TBD. If the Concessioner seeks to reduce minimum operating season dates and hours of operation, the Concessioner must submit a formal request in writing to the Service and may not implement such changes until receiving the Superintendent's written approval.
- (4) Holidays. The Concessioner must operate during all federal holidays. The Concessioner may request to close on holidays with prior Superintendent written approval.
- (5) Quiet Hours. Quiet hours are 10 pm to 7 am throughout the Area including Concessioner employee housing.
- (6) Closures. The NPS may require an occasional closure, delayed opening, or early closing due to weather, natural disasters, utility work or projects to repair infrastructure, and similar occurrences. The NPS will provide reasonable notice to the Concessioner of any scheduled work. Emergency work may occur without notice.
- (7) Pre- and Post-Season Meetings. The Concessioner must attend a pre-season meeting with the Service to review this Operating Plan and to discuss planned operations for the season, and a post-season meeting with the Service to review the completed season's operation.

B) Rate Determination and Approval Process

- (1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of the Contract. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided under the Contract, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness of rates is determined based upon applicable laws and current concession rate approval policies and guidelines documented in the NPS Concession Management Rate Administration Guide ("Rate Administration Guide") as it is amended, supplemented, or superseded.

- (2) Rate Approval Methods. The Concessioner must set rates or submit all rate requests in accordance with the Rate Administration Guide and with the following rate approval methods by service type:

Facility and Location	Service Classification	Rate Approval Method
Lodging	Lodging – Rustic	Competitive Market Declaration
Restaurant	Food & Beverage – Rustic Casual	Competitive Market Declaration
Retail	Merchandise	Competitive Market Declaration
Stabling	Horse and Mule	Competitive Market Declaration
Bath House	Public Showers	Competitive Market Declaration

(3) Changes to Rate Approval Methods

- (a) Changes initiated by the Service. Changes in market conditions may result in the Service modifying the rate approval method for any service types offered under the Contract. If the Service changes the rate approval method to comparability or core, the Concessioner will be notified by the Service of such a change at least 60 days in advance to allow for preparation of a rate request. The Service will provide sufficient notice of a change to rate approval methods for all other methods. The Service reserves the right to set interim reasonable and appropriate rates during the transition period to a different rate approval method.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval methods but must submit a request to change the rate approval method for a service at least 60 days prior to the next rate request due date for that service, if applicable. A Concessioner request to change rate approval methods must include the following information:
 - (i) An analysis of market forces criteria, including:
 - a) A list of competitors who provide reasonable substitutes of the Concessioner's service.
 - b) A review of the similarity of competitor services.
 - c) Identification of travel time/distance to competitors/the competitive market.
 - d) Availability of Concessioner and competitor rate/price information to visitors planning trips or shopping service options.
 - e) The criticality of the nature of the service to visitors.
 - (ii) For requests to use Competitive Market Declaration (CMD): A description of the Concessioner's planned rate setting strategy including its understanding of market position and variance with competitor rates.
 - (iii) For requests to use CMD: The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
 - (iv) For requests to use CMD: The Concessioner's proposed financial offsets as described in the Rate Administration Guide Addendum Version 1.0 March 2024.
- (4) Interim Implementation. Once the Service deems a request to change rate approval methods or a rate request complete, the Concessioner may notify visitors making reservations 90 or more days in advance of the anticipated rates subject to review. If the Concessioner's anticipated rates are not approved, the Concessioner must refund the difference to the visitors except as described below under "Rate Implementation when Service Approval is Delayed."

(5) Rate Approval Method and Rate Request Approval Timeframes

- (a) Within 20 days of receipt of the request to change rate approval methods or a rate request (as applicable), 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 determined complete.
 - (b) For requests that do not require a full comparability study, the Service will inform the Concessioner of the approval or the reason for any disapproval or adjustment within 10 days of determining that the request was complete.
 - (c) 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.
 - (d) 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 or rate approval methods after the Concessioner implements the requested rates or rate approval method, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (6) Management of Rates under the CMD Rate Approval Method. The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the CMD rate approval method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core services without prior notification to or written approval from the Service.
 - (b) Concessioner Rate Monitoring Plan. Within 60 days of the effective date of the Contract, and as updated, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - (i) Monitoring by service type
 - (ii) Competitors by service type
 - (iii) How it will track competitor pricing
 - (iv) What its strategy is for pricing against competitors
 - (v) How it will monitor utilization
 - (vi) How it will monitor visitor satisfaction
 - (c) Service Rate Monitoring. The Service will monitor the Concessioner's rates 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 visitor service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in this Operating Plan and available data on the Concessioner's competitors.

- (7) **Posted/Published Rates and Compliance.** The Concessioner must prominently post or publish all rates for the visitor services it provides. Published rates must not exceed any respective maximum rates approved by the Service, if applicable. Posting and publishing of rates may include, but is not limited to, the Concessioner's website and telephone reservation systems, and third-party booking agents' websites and reservation systems. Third-party companies (travel agencies, online booking engines, etc.) that are selling services for the Concessioner must sell those services at or below any Service-approved maximum rate, if applicable. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.
- (8) **Reduced Rates for Government Employees.** The Concessioner must provide reduced rates to federal government employees conducting official government business when the federal government is obligated to pay for the service or reimburse the federal government employee. The Concessioner may not provide reduced rates for services to federal government employees who are not on official business, or to their families, unless such rates are equally available to the general public.
- (9) **Discounted Items.** If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item.
- (10) **Deposit and Cancellation Policies.** The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after industry standards or those of businesses in the local market that serve as comparables or competitors to the Concessioner. The Concessioner may implement policies that are more favorable to the visitor than those of comparables or competitors, but not less. The Concessioner's rate schedule and advertising material must state in detail the conditions under which deposits will be refunded or cancellation fees charged. Reservations may not be accepted more than one year in advance for overnight accommodations. The Concessioner must submit its reservation procedures, including deposit and cancellation policies, in writing to the Service for approval within 60 days of the effective date of the contract and annually by February 1 if updated. Refund due dates must be within industry standards, if not immediate.

C) Evaluations

- (1) **Concessioner Monitoring Program.** The Concessioner must inspect and monitor its facilities and services for compliance with all applicable laws, the CS Guide, the Contract, including its exhibits, and other operational performance requirements and industry best practices, as well as its own plans and procedures. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies.
- (2) **Service Concessioner Review Program.** The Service will evaluate the Concessioner's Concession Facilities (if applicable) and services to assess and rate Concessioner performance in accordance with the Service's Concessioner Review Program as described in the CS Guide. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize and schedule corrections to and correct deficiencies. Copies of service standards, program standards, and all evaluation forms are available on the NPS Commercial Services' Concessions website under Concessioner Tools. The Concessioner will receive an Annual Overall Rating (AOR) report (Form 10-AOR) based on Service evaluations for the preceding calendar year. Program area scores will be rolled up into the Annual Overall Rating and rated as unsatisfactory, marginal, satisfactory, or superior based on the number of deficiencies in meeting service-specific and

program standards, including special attention items as identified on the evaluation forms. Special attention item deficiencies will cap the program area score. One marginal program area score will cap the AOR at satisfactory. Two marginal program area scores or one unsatisfactory program area score will cap the AOR at marginal. Three marginal or two unsatisfactory program area scores will cap the AOR at unsatisfactory. AOR evaluation program areas are as follows:

- (a) Administrative Compliance (Form 10-ADM). An annual review of the Concessioner's compliance with administrative contractual requirements, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and proof of insurance requirements.
 - (b) Operational Performance/Periodic Evaluations. Periodic evaluations of the Concessioner's operations to ensure conformance to applicable service standards and other operational requirements. Periodic evaluations may be announced or unannounced. The Concessioner may be contacted at the time of unannounced evaluations so that a representative of the Concessioner may accompany the evaluator. The operational performance rating (Form 10-OPR) collates periodic evaluation scores from all services under the Contract and weights them as determined by the Service.
 - (c) Public Health Program (Form 10-PHP). The public health rating collates public health inspections scores from applicable services.
 - (d) Risk Management Program (Form 10-RMP). This evaluation considers the Concessioner's performance in implementing health, safety, and fire management programs and operating in accordance with the Concessioner's documented RMP. The Concessioner will receive an RMP rating based upon this evaluation.
 - (e) Environmental Management Program (Form 10-EMP). This evaluation considers the Concessioner's performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's EMP. The Concessioner's performance in addressing environmental audit findings is a component of this evaluation. The Concessioner will receive an EMP rating based upon this evaluation.
 - (f) Asset Management Program (Form 10-AMP). This evaluation considers the Concessioner's performance of requirements to maintain facilities in accordance with the Contract, including the Maintenance Plan. The Concessioner will receive an AMP rating based upon this evaluation.
- (3) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction monitoring system and survey results, complaints, and comments on the Concessioner's services.
- (4) Other Service Audits, Inspections, and Evaluations. The Service may request the assistance of third-party subject matter experts to conduct other audits, inspections, and evaluations of the Concessioner's operations. The findings of such experts may be incorporated in Service evaluations. The Concessioner must provide full access to its management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize, schedule corrections to, and correct deficiencies. The Service reserves the right to enter or authorize third-party subject matter experts working on its behalf to enter the Concessioner's assigned facilities at any reasonable time for any evaluation or when otherwise deemed necessary by the Service.
- (a) The Concessioner's operations may be subject to inspection by staff from the Service Office of Public Health or other authority having jurisdiction. The Public Health Office conducts these inspections in accordance with the Service's Public Health Program standards and procedures based upon the U.S. Food Code and other applicable public health standards.

- (b) The Service may conduct environmental audits to evaluate the Concessioner's operations and any assigned facilities with respect to environmental compliance and environmental best management practices in accordance with the current NPS Concession Environmental Audit Program guidance. The Concessioner's performance in addressing open environmental audit deficiencies is considered in the EMP evaluation in the AOR.
- (c) The NPS may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to the purposes and values of the Area. The Concessioner's performance in addressing interpretive program requirements is considered in periodic evaluations.
- (d) The NPS may conduct fire safety inspections. Concessioner managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the NPS evaluator. The Concessioner's performance in addressing fire safety requirements is considered in the annual RMP evaluation in the AOR.

The NPS may conduct integrated pest management inspections of the Concessioner's operations and any assigned facilities for control and exclusion practices, pesticide application practices, and other aspects of pest management. The Concessioner's performance in addressing pest management requirements is considered in periodic evaluations and the EMP evaluation in the AOR.

D) Public Information

- (1) The Concessioner must prominently post the following at all points-of-sale:

This service is operated by (Concessioner 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. Rates for visitor services are subject to approval by the National Park Service.

Please address comments to:

*BISO_Superintendent@nps.gov
Superintendent
Big South Fork National River and Recreation Area
4564 Leatherwood Road
Oneida, TN 37841*

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges based on race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both. Complaints of violations of this prohibition should be addressed to the Director, National Park Service, 1849 C Street NW, Washington, DC 20240.

- (2) The following language must be included in all promotional materials, websites, and social media profile pages the Concessioner manages:
(Concessioner Name) is an authorized concessioner of the National Park Service. (Concessioner Name) is authorized to provide (list services) in (Area name).
- (3) The Concessioner must refer all media inquiries concerning the Area, operations within the Area, or any incidents within the Area to the Service. This includes all media interviews.
- (4) The Concessioner must post and distribute key public health and safety messages provided by the Service as requested.

- (5) The Concessioner must obtain approval from the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes any promotional materials posted online. The Concessioner must provide such materials to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes within 15 days. Longer periods may be required for major projects or where NPS staff assistance is required to help develop the product. The NPS will require the Concessioner to remove unapproved promotional material from circulation.
- (6) The Concessioner's website(s) must link to the Area website.
- (7) Social Media
 - (a) The Concessioner must monitor its social media pages and remove offensive, irrelevant, and inaccurate postings.
 - (b) Concessioner social media strategies must align with park management objectives and must not include posts depicting activities that are illegal, inappropriate, or unauthorized within the Area. Social media strategies must be available for park review and approval upon request; individual social media posts do not need the prior approval of the Service.
 - (c) Within 60 days of the effective date of the Contract and as updated, the Concessioner must provide the Service with a list of all social media platforms and social media accounts, or 'handles,' associated with its operation and specify if those sites are managed directly by the Concessioner.
- (8) Authorized Concessioner Mark (the Mark). The NPS has an approved Mark it authorizes Concessioners to use to advertise the official relationship between the NPS and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.
- (9) Signs. The Concessioner must use professionally made signs and securely install them in a way that does not allow tape or staples to show. The Concessioner must obtain Service approval for all exterior signs prior to installation. Temporary signs must be professional in appearance. Additional signage standards are included in the service standards.

5) OPERATING STANDARDS AND REQUIREMENTS SPECIFIC TO SERVICE TYPE

The Service sets specific standards for commercial visitor services and evaluates the Concessioner's compliance with these standards. The applicable visitor service standards and periodic evaluation forms are available on the NPS Commercial Services website. The Concessioner must provide all services in a consistent, environmentally sensitive, and safe manner. Service standards provided by current NPS policy are considered minimum requirements. The Concessioner must monitor and evaluate its operations to ensure they meet these standards. Additional requirements specific to service type are outlined in this section. Deviations from the service standards identified in this Operating Plan supersede requirements in the service standards posted on the website.

A) Lodging: Charit Creek Lodge

- (1) Standard. The Service will evaluate lodging services at Charit Creek Lodge using the Rustic Lodging (10-LGR) service standard.
- (2) General Requirements.
 - (a) Total occupancy will not exceed 48 people per night.
 - (b) The Concessioner must provide bed linens and towels to overnight guests.

- (c) The Concessioner must provide rechargeable/battery lamps and a wood burning stove or a propane heater in each room.
 - (d) The Concessioner may sell day use visitors a sack lunch.
 - (e) Private pets, i.e., dogs, are allowed on the premises at Charit Creek Lodge. These animals are the responsibility of the owner and specific guidelines will be offered to guests upon arrival.
 - (f) The Concessioner will not allow camping to accommodate extra guests except in an emergency or very unusual condition.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-LGR Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
4	Parking	Exclusion	No public vehicles are allowed to park
11	Flags	Exclusion	No flags
19	Coin Laundry	Exclusion	No coin laundry
23	Emergency Lighting/ Exit Lights/Emergency Exits	Exclusion	No emergency lighting/exit lights/emergency exits
25	Smoke Detectors	Exclusion	No hard-wired smoke detectors; only battery- operated smoke detectors
27	Carbon Monoxide Detectors	Exclusion	No hard-wired detectors; only battery-operated detectors
42	Smoke Detectors	Exclusion	No hard-wired detectors; only battery-operated detectors
43	Carbon Monoxide Detectors	Exclusion	No hard-wired detectors; only battery-operated detectors
55	Kitchenettes	Exclusion	No kitchenettes
67	Soap/Shampoo	Exclusion	Only hand soap provided
69	Accessibility	Exclusion	ABAAS does not apply to historic structures
73	Property Management Information System	Exclusion	No property management information system
75	Deposits	Exclusion	No deposits are used
81	Cleaning Services and Frequency	Exclusion	Occupied rooms are not serviced daily unless requested at the time of booking

B) Food and Beverage: Charit Creek Lodge

- (1) Standard. The Service will evaluate food and beverage services at the Charit Creek Lodge dining room using the Rustic Casual F&B (10-FBR) service standard.
- (2) General Requirements
 - (a) The Concessioner must provide meals in a price range that accommodates the general range of Area visitors. The Concessioner will offer a variety of entrée items over the course of a week to provide a variety of meals, so the same entrée is not offered every day.
 - (b) Family style meals will be served to overnight lodging guests as part of an American Plan lodging and meals package. Guests staying for one night will receive dinner and breakfast as

part of the package price. Guests staying for more than one night will also receive lunch as part of the package price.

- (c) The Concessioner will provide a minimum of one primary dinner menu and three alternate dinner menus. Two of these three alternate dinner menus will consist of a different menu for guests staying more than one night. The third alternative dinner menu will consist of a meatless option for guests requesting a vegetarian menu. The Concessioner will also have an alternative meal offering that is available upon request for children under 10 years old. The Concessioner will make a reasonable effort to provide special meal accommodations for guests with food allergies, if notified in advance by the reservation holder. Minimum menu requirements, unless changes are approved by the Service, are listed in the following section.
- (3) Menu Development and Food Product Served. The Concessioner must comply with the NPS Healthy Food Choice Standards and is encouraged to comply with Sustainable Food Choice Guidelines. To the extent possible, appropriate, and feasible, the Concessioner must purchase regionally grown and environmentally friendly products. Minimum Menu Requirements are as follows:
- (a) Breakfast
 - Orange juice, or similar product
 - Two eggs
 - Two slices - bacon, sausage links, or Canadian bacon
 - Two pancakes with syrup
 - Toast or biscuits with jam or apple butter
 - Muffins, yogurt, grits or oatmeal
 - Hot and cold beverages
 - (b) Bag Lunch
 - Tortilla wrap
 - Fresh or packaged fruit or granola bar
 - Bag of chips
 - Packaged beverage – fruit drink, etc.
 - (c) Dinner
 - Beef, Chicken, or Fish Entrée
 - Vegetarian entrée or Vegan entrée' (upon request)
 - Soup
 - Fruit appetizer
 - Mashed potato, sweet potato or macaroni and cheese
 - Vegetable side (squash or green bean casserole)
 - Corn bread or biscuits with jam or butter
 - Dessert (large cookie or other fresh baked item)
 - (d) Children's Meal Alternatives
 - Peanut butter and jelly sandwich
 - Grilled cheese sandwich
 - Macaroni and cheese

(e) Beverages (unlimited refills during meal hours)

- Coffee
- Hot tea
- Hot chocolate at breakfast only
- Cold flavored drink (lemonade, fruit punch, etc.)
- Water
- Dairy and non-dairy whiteners, sugar, artificial sweetener

(4) Beverage and Bakery Item Service

The Concessioner will sell hot and cold beverages and baked snack items to all visitors to Charit Creek Lodge, whether overnight lodging guests or other visitors to the Lodge. This service will be available, at a minimum, between the hours of 1 p.m. and 4 p.m. daily. However, the Concessioner should limit any additional hours when this service is available to avoid conflicts with meals and activities of overnight lodging guests.

(5) Lunch Service to Visitors other than Overnight Guests

- (a) Lunch may be served in the dining room or a sack lunch may be sold for the trail.
- (b) Lunches sold to visitors other than overnight guests will meet the same minimum menu requirements as apply to lunches for overnight guests. The Concessioner may require advance reservations for this meal service.
- (c) In order to minimize impacts on facilities and utility systems, and to avoid conflicts with the use of the facility by overnight guests, the Service may limit the number of lunches the Concessioner can serve to visitors other than overnight guests.

(6) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-FBR Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
4	Parking	Exclusion	No public vehicles are allowed to park
8	Ventilation/Climate Control	Exclusion	No thermostats or HVAC system
15	Buffets	Exclusion	No buffets
19	Ice Machine	Exclusion	No ice cream
26	Beverage Equipment	Exclusion	No beverage equipment
28	Grease Traps/Grill Hoods	Exclusion	No Grill Hoods
36	Self Service	Exclusion	No buffets

C) Alcoholic Beverages: Charit Creek Lodge

- (1) Standard. The Service will evaluate Alcoholic Beverage services at Charit Creek Lodge using the Bar and Cocktail Lounge F&B (10-FBB) service standard.
- (2) General Requirements. Alcoholic beverage service is limited to beer and wine and will be available with lunch service between the hours of 11 am to 2 pm and dinner service to overnight lodging guests only during the hours of 4 pm to 9 pm. Alcohol will be served in glass bottles or cans. No disposable cups will be used.

- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-FBB Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
4	Parking	Exclusion	No public vehicles are allowed to park
12	Flags	Exclusion	No flags
15	Buffets	Exclusion	No buffets
18	Ventilation/Climate Control	Exclusion	No thermostats and HVAC systems
21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	No Emergency Lighting/Exit Lights/Emergency Exits
23	Smoke Detectors	Exclusion	No hard-wired smoke detectors; only battery-operated smoke detectors are available
24	Fire Alarms and Pull Boxes	Exclusion	No fire alarms and pull boxes
28	Noise Level	Exclusion	No background music and PA systems
30	Furniture	Exclusion	No bar foot railings
31	Self Service	Exclusion	No self-service food bars and buffets
32	Printed Materials	Exclusion	No printed materials
43	Beverage Equipment	Exclusion	No beverage equipment
45	Grease Traps/Grill Hoods	Exclusion	No grill hoods
50	Accessibility	Exclusion	ABAAS does not apply to historic structures
52	Initial Greeting and Seating	Exclusion	No designated greeter
60	Wine Service	Exclusion	No wine testing

D) Retail: Charit Creek Lodge

- (1) Standard. The Service will evaluate retail services at Charit Creek Lodge using the Retail (10-RET) service standard.
- (2) General Requirements. Within the limited retail space available, the Concessioner must display items of interpretive value in natural, cultural, and environmental education. Wherever possible and appropriate, the Concessioner must attach informational tags or shelf signs to the sales items to show the item's relationship to BISO and Area themes.
- (3) Merchandise Plan
 - (a) The Concessioner must submit its merchandise plan to the Service for review and approval no later than 60 days after the effective date of the Contract and 30 days prior to implementing changes. It must address at least the following:
 - Make environmentally preferred products (e.g., organic cotton clothing, post-consumer recycled paper products) available for sale to Area visitors where economically and technically feasible and appropriate.

- Concessioner's approach to sales mix and types of merchandise including its plans for purchasing and displaying items of interpretive value.
- Display standards and stocking requirements.

(b) Items to Be Sold

Annually, the Concessioner will submit a list of merchandise to the Service for approval at least 60 days prior to offering new items. The Service will approve/disapprove the items within 30 days of receiving the request.

(c) Labeling and Certification

The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available as appropriate.

- (i) Informational Tags. As appropriate, the Concessioner will attach informational tags to items describing their relationship to BISO and Area interpretive themes.
- (ii) Natural Product Labeling. As appropriate, the Concessioner will 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.

(d) Items Not to be Sold or Displayed

The Service may review and approve all merchandise sold in the Area. The Service may exercise its discretion to determine that certain items may be inappropriate and unacceptable for sale. The Concessioner may not sell or display the following:

- Articles that persons of normal taste or sensitivity might consider obscene, offensive, or profane and items that reflect a lack of concern for the environment or culture,
- Archeological specimens or objects of Native American origin over 100 years old, regardless of origin.
- Plant materials and other natural materials if obtained from units of the National Park System.
- Animal skins, taxidermy specimens, etc., containing parts from threatened or endangered species; such items must not be incorporated into merchandise or used in displays.
- Gifts and souvenirs which are commonly found outside the Area that do not relate to identified BISO Park themes.
- Toy guns.
- Items that may, by their nature, encourage violation of Service, BISO, and Area regulations, such as collecting kits, wildflower or plant seeds, plant parts, or products used specifically for feeding wildlife (peanuts, birdseed, etc.).
- Junior Ranger Badges.
- Non-native or invasive plants or plant pests.

(e) Merchandise Appearance

- (i) Signs. All signs advertising special promotions may appear only within the retail area.
- (ii) Product Placement Safety. The Concessioner must ensure that products that might present safety or security concerns for children are stored or displayed in areas that are not within easy reach of children and can be easily monitored or controlled by an employee. Displays must not be top-heavy. The Concessioner must pay special attention to the appropriateness of merchandise near checkout areas.

- (iii) Storage. The Concessioner must keep storage areas neat and clean and, to the extent possible, out of visitors' view.
- (4) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-RET Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
3	Parking	Exclusion	No public vehicles are allowed to park
7	Flags	Exclusion	No flags
9	Loading Docks/ Delivery Area	Exclusion	No loading docks and delivery area
13	Aisles	Exclusion	No aisles
16	Noise Level	Exclusion	No background music or intercom system
19	Ice/Vending	Exclusion	No ice or vending machines
20	Drinking Fountains	Exclusion	No drinking fountains
22	Fitting Rooms	Exclusion	No fitting rooms
23	Merchandise Carts and Shopping Baskets	Exclusion	No shopping carts, baskets, or bags
24	Produce Section Amenities	Exclusion	No produce section amenities
25	Checkout Area	Exclusion	No formal checkout area
27	Retail Office	Exclusion	No Retail Office
29	Emergency Lighting/ Exit Lights/Emergency Exits	Exclusion	No Emergency Lighting/Exit Lights/Emergency Exits
31	Smoke Detectors	Exclusion	No hard-wired smoke detectors; only battery- operated smoke detectors are available
32	Fire Alarms and Pull Boxes	Exclusion	No fire alarms and pull boxes
35	Security Cameras	Exclusion	No security cameras
35	Furniture	Exclusion	No bar foot railings
41	Self-Service Equipment	Exclusion	No self-service equipment
42	Self-Service Counters	Exclusion	No self-service counters
43	Accessibility	Exclusion	ABAAS does not apply to historic structures
47	Checkout Services	Exclusion	No checkout services
50	ATM Machines	Exclusion	No ATM machines
53	General Merchandise	Exclusion	No grocery or convenience items
58	Employee or Local Resident Merchandise	Exclusion	No products are sold specifically to employees
63	Perishable Items Condition	Exclusion	No perishable items sold in retail

E) Stabling: Barn, Corral, and Pasture

- (1) Standard. The Service will evaluate Stabling services at the Barn, Corral, and Pasture using the Horse and Mule (10-H&M) service standard.

- (2) General Requirements. The Concessioner will have four 10' x 10' stalls to stable four privately owned animals, such as horses or mules, as well as open pens for up to 12 animals and have capacity to pasture up to twelve privately owned animals
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-H&M Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-10	Ride Office – Exterior	Exclusion	No ride office
11-17	Public Areas – Interior	Exclusion	No ride office
18-22	Safety	Exclusion	No ride office
27	Riding Areas	Exclusion	No riding arena
29	Tack Rooms	Exclusion	No tack is stored
32	Lighting	Exclusion	No lighting
35	Smoke Detectors	Exclusion	No smoke detectors in the stalls; battery-operated detectors are in the barn cabins
36-39	Tack	Exclusion	No tack
40-44	Stock	Exclusion	No stock
45-48	Carriages	Exclusion	No carriages
51	Trailers	Exclusion	No trailers
56	Communication Equipment	Exclusion	No communication equipment at stables
57	Riding Helmets	Exclusion	No riding helmets
59-63	Shuttle Vehicles	Exclusion	No shuttle vehicles
70	Acknowledgement of Risk	Exclusion	Horses are not provided by the concessioner
72	Visitor Safety Orientation	Exclusion	Not provided since there are no guided horse rides
73-75	Camping – Overnight Trips	Exclusion	No trips
76-77	Food and Beverage – Day Trips	Exclusion	No trips
82	Smoking Policy	Exclusion	Trails are not assigned to the concessioner
83-89	Park Requirements	Exclusion	No guided horse rides
90-92	Interpretation	Exclusion	No guided horse rides

F) Public Showers: Charit Creek Lodge

- (1) Standard. The Service will evaluate Public Showers services at Charit Creek Lodge using the Shower (10-SHO) service standard.
- (2) General Requirements. The Concessioner will use the bathhouse to provide showers for day-use hikers for a fee. Overnight guests are provided access to the showers with no additional fee as part of their lodging reservation.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-SHO Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
8	Illumination	Exclusion	Lighting provided by solar or lantern so no sockets
14	Dressing Area and Clothes Storage	Exclusion	No dressing area or clothes storage
15	Security	Exclusion	No system for securing valuables or signs stating concessioner is not responsible
16	Soap and Towels	Exclusion	No soap and shampoo are provided; towels are provided
17	Mirrors	Exclusion	No mirrors
18	Emergency Instructions	Exclusion	No information is posted in the shower facility
19	Hours of Operation	Exclusion	No hours are posted
20	Change Machines	Exclusion	No change machines
21	Shower Timers	Exclusion	No shower timers

6) REPORTING REQUIREMENTS

A) Emergency and Incident Reporting

- (1) The Concessioner must report emergencies by dialing 911. The Concessioner must immediately report the incidents listed below to NPS law enforcement personnel.
 - (a) Employee or visitor injuries, incidents, or property damage that necessitates a medical, fire, or law enforcement response.
 - (b) Fatalities.
 - (c) Any incident that adversely affects Area resources.
 - (d) Any known or suspected violations of the law, including illegal drug use by Concessioner employees.
 - (e) Any fires that cause damage or require emergency response.
 - (f) Accidents or incidents that could result in a tort claim to the United States or the Concessioner.
 - (g) Any motor vehicle accidents regardless of the amount or extent of damage.
 - (h) Property damage estimated to be over \$300.
- (2) The Concessioner must report **the incidents above and the following** to the Area designated concession specialist within 24 hours or as soon as practicable. The Concessioner should not assume NPS law enforcement will inform the Area concession specialist:
 - (a) Any safety-related reportable accident or public health incident.
 - (b) Any notice of violation from local, state, or federal entities.
- (3) Human Illness Reporting. The Concessioner must immediately report information on all outbreaks of human-communicable illnesses, whether among employees or guests, to Area Dispatch. A suspected outbreak of human illness is two or more persons with common symptoms. This information, along with other information received, may be investigated by the NPS Office of Public Health to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports may

- be made by telephone. The Concessioner must notify the designated concession specialist in writing within 24 hours or as soon as practicable.
- (4) The Concessioner must report interactions with wildlife such as bears and poisonous snakes to the Service as soon as practicable.
 - (5) The Concessioner must immediately report any threatened or actual discharge or release of hazardous substances to NPS law enforcement.

B) Operational Reporting

- (1) Certificates of Insurance. The Concessioner must provide certificates of insurance to the Service at the time insurance is first purchased and annually, no later than 30 days after the insurance renewal date.
- (2) Visitor Satisfaction. The Concessioner must provide the Service by February 1 annually with an annual electronic summary report of visitor satisfaction survey responses, including comments and complaints and electronic and hard copy results, in a format to be defined by the Service . The Concessioner must provide individual comments upon request. See '3) General Policies and Programmatic Requirements, E) Visitor Satisfaction,' for requirements on reporting complaints.
- (3) Operational Performance Report. The Concessioner must provide a quarterly operational performance report to the Service by the 15th day of the following month. The Concessioner must present structured data electronically in a concise spreadsheet capable of viewing and editing in Microsoft Excel. The report must include operational and visitor use statistics for each activity as noted below.
 - (a) Lodging
 - (i) Gross revenue for pillows
 - (ii) Total pillows
 - (iii) Number of days in the month
 - (iv) Pillows available (ii*iii)
 - (v) Pillows occupied (sum of pillows occupied for month)
 - (vi) Average daily rate (i/v)
 - (b) Food and Beverage
 - (i) Gross revenue for day use visitor meals
 - (ii) Number of day use visitor meals sold
 - (c) Alcoholic Beverages
 - (i) Gross revenue
 - (ii) Number of servings sold
 - (d) Retail
 - (i) Gross revenue
 - (ii) Number of transactions
 - (e) Public Showers
 - (i) Gross revenue
 - (ii) Number of showers sold

- (f) Special Events
 - (i) Type of event (instruction, meal, etc.)
 - (ii) Gross revenue
 - (iii) Number of visitors attended
 - (iv) Number of transactions as applicable

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR), the Concessioner must provide the following financial reports to the Service.

- (1) Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov as directed by the Service.
- (2) Monthly Remittance Report. The Concessioner must electronically submit a Monthly Remittance Report to the Service no later than the 15th day of each month for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday) for the months during which the Concessioner operates. The report format is prescribed by the Service. The report must include:
 - (a) Gross revenue;
 - (b) Gross receipts (as defined in the Contract);
 - (c) Exclusions from gross receipts, including revenue from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts;
 - (d) Franchise fees paid, along with evidence of payment (e.g., Pay.Gov receipt);

7) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following table summarizes preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner. In the event of any conflict between this summary table and the terms of the Operating Plan above, the terms of the Operating Plan control.

Title	Frequency	Due Date
Standard Due Dates		
Certificate of Insurance	Initial and annually	At the time insurance is first purchased and annually no more than 30 days after the insurance renewal date
Employee Handbook	Initial and as updated	Within 60 days of the Contract effective date and at least 30 days prior to publication or distribution of changes
External Regulatory Agency Notice of Violation, Inspection, or Other Communication	As needed	As soon as possible, but not later than ten days after receipt
Hazard Communication Plan	Initial and as updated	Within 120 days of the effective date of the Contract and as updated
Hiring Procedures and Policies	Initial and as updated	Within 60 days and 30 days prior to publication or distribution of changes
Key Personnel List	Annually	Within 60 days of the effective date of the Contract and as updated

Title	Frequency	Due Date
List of Social Media Platforms	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Lost and Found Policy	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Monthly Remittance Report	Monthly	By the 15th day of each month for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday)
Operational Performance Report	Monthly	Monthly by the 15th day of the following month
Possession of Firearms Policy	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Promotional materials	Before use	At least 30 days prior to publication or distribution
Reservation Procedures with Deposit and Cancellation Policies	Initial and annually	Within 60 days of the effective date of the Contract and annually by February 1
Risk Management Program	Initial and annually	Within 60 days of the effective date of the Contract and at least 30 days before implementation of any revisions.
Schedule of Operations	Annually	Annually TBD
Visitor Satisfaction Survey	Initial	Within 60 days of the effective date of the Contract for approval by the Service
Visitor Satisfaction Summary Report	Annually	Annually by February 1
Environmental Reporting: Hazardous Chemical Inventory, Corrective Actions	Annually	Annually by February 1
Integrated Pest Management Plan	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Inventory of Waste Streams	Annually	Annually by February 1
Environmental Management Program	Initial and as updated	Within 60 days of the effective date of the Contract, and at least 30 days before implementation of any revisions.
Rate Monitoring Plan	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Core Menu	As updated	At least 30 days before implementation of any proposed update
Merchandise Plan	Initial and as updated	Within 60 days of the effective date of the Contract and 30 days prior to implementing changes

ATTACHMENT A: REFERENCED WEBSITES

Referenced Website	Website URL
36 CFR 51 Concessions Contracts	https://www.ecfr.gov/current/title-36/chapter-I/part-51?toc=1
Chapter 10 of NPS Management Policies	https://www.nps.gov/subjects/policy/mp-10-commercial-services.htm
Commercial Services Guide (CS Guide)	https://www.nps.gov/subjects/concessions/law-regulation-policy.htm
Directors Order 35B	https://www.nps.gov/subjects/policy/upload/DO_35B_12-31-2011.pdf
Directors Order 50B	https://www.nps.gov/subjects/policy/upload/DO_50B_9-3-2008.pdf
Director's Order 50D	https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf
Emergency Preparedness and Response	https://www.osha.gov/SLTC/emergencypreparedness/
Hazard Communication	https://www.osha.gov/dsg/hazcom/
NPS Commercial Services Website	https://www.nps.gov/subjects/concessions/index.htm
NPS Commercial Services Website, Authorized Concessioner Mark	https://www.nps.gov/subjects/concessions/acm.htm
NPS Commercial Services Website, Concessioner Tools	https://www.nps.gov/subjects/concessions/cti.htm
NPS Commercial Services Website, Service Standards	https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm
NPS Environmental Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/environmental-management.htm
NPS Risk Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/risk-management.htm
NPS Volunteers Program	https://www.nps.gov/getinvolved/volunteer.htm
Personal Property Management Handbook #44	https://www.nps.gov/subjects/policy/upload/RM-44_508.pdf
Rate Administration Guide and Addendum	https://www.nps.gov/subjects/concessions/rate-administration.htm
Structural Fire Management Reference Manual 58	https://www.nps.gov/subjects/fire/rm-58.htm
US Food Code	https://www.fda.gov/food/retail-food-protection/fda-food-code
NPS Office of Public Health website	https://www.nps.gov/orgs/1735/index.htm

ADDENDUM 1 TO EXHIBIT B: OPERATING PLAN

Elements Incorporated from the Concessioner's Proposal

8) ELEMENTS BY TOPIC AREA**A) Protection, Conserving, and Preserving Area Resources****B) Visitor Services****C) Environmental Management**

D) « Title of Section Related to Selection F » Click or tap here to enter
text. » Title of Section Related to Selection F »