

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 Blue Ridge Parkway (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 December 31 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) Spill Prevention Control and Countermeasure Plan
 - (d) 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 30 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.
 - (iii) The Concessioner may be required to provide security guards during periods of escalated concern at Concession Facilities.
 - (iv) Concessioner-employed security personnel have no authority to take law enforcement action or to carry firearms. The Concessioner must report security violations immediately to the Service.
 - (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 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.
 - (ii) The Concessioner must maintain employee EMS certifications and training documentation if such certifications are required for the Concessioner's provision of the required and authorized services. The Concessioner must provide this documentation when requested by the Service.
 - (iii) 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.
- (c) Service. The NPS may 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 30 days of the effective date of the Contract and annually by May 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.
 - (d) At a minimum, the Concessioner must issue each employee an employee photo identification card that includes their name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees.
- (2) Employee Hiring Procedures and Policies. The Concessioner will submit to the Service by May 1, 2027 and as updated, a copy of its hiring policies, which address, at minimum, the below requirements:
 - (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:

- Customer Service. The Concessioner will provide customer service training for employees who have direct visitor contact.
- Service Provided Training. Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.

(4) Employee 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. 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) Structure Fire

- (1) Structural Fire Protection. The NPS has primary responsibility for fire response. It is the responsibility of the Concessioner to follow all Service-adopted fire prevention codes to provide a safe environment for its employees and visitors to ensure all structures are protected against the

risk of fire. Specific requirements for structural fire protection responsibilities are identified in Director's Order (DO) 58 and Reference Manual (RM) 58.

(a) Service

- (i) The Service may conduct fire safety inspections at its discretion, including audits of the Concessioner's fire management plan. The Service may contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the Service inspector.
- (ii) The Service reserves the right to conduct periodic prescribed burns according to the NPS's fire management plan around concession operations.

(b) Concessioner

- (i) The Concessioner is responsible for fire prevention and protection within the Concession Facilities and must prepare a fire management plan addressing how the Concessioner will comply with all code and policy requirements of the Contract per DO-58 and RM-58. The plan must identify who will be responsible for each element of the plan. The Concessioner must document and submit to the Service the results of its annual fire and life safety inspection and annual inspection and testing of fire protection systems, including but not limited to automatic fire alarm and suppression systems per RM-58.
- (ii) The Concessioner's operations must comply with the International Fire Code (IFC) and National Fire Protection Association (NFPA) codes or standards it references as well as all other codes, standards, and policies adopted by DO and RM-58.
- (iii) The Concessioner must designate a Structural Fire Coordinator per RM-58 to ensure the Concessioner's compliance with its fire program responsibilities.
- (iv) The Concessioner's fire prevention, structural fire, wildland fire, and life safety plans and procedures must be prepared per applicable laws, integrated within the Concessioner's Risk Management Program, and made available to the Service upon request.
- (v) All plans and documents for new construction or building alterations must be prepared following RM-58 and approved by the designated Fire Code Official (FCO).
- (vi) The Concessioner must conduct applicable fire prevention awareness training, including portable fire extinguisher training, for its staff as required by RM-58, as it may be amended, supplemented, or superseded throughout the term of the Contract.
- (vii) Concessioner employees engaged in Area structural fire suppression programs must meet the training and certification requirements specified in DO and RM-58.
- (viii) Inspections. The Concessioner must conduct the following inspections related to fire and life safety for Concession Facilities:
 - a) A comprehensive life safety and fire protection risk assessment of the property in compliance with all applicable laws (including IFC, NFPA and RM-58) by a licensed fire protection engineer within 60 days of the effective date of the Contract and every five (5) years thereafter. A report of inspection must be submitted to the Service within 30 days of the inspection.
 - b) The Concessioner must ensure all required inspection, testing, and maintenance (ITM) of fire protection equipment and systems are performed by qualified personnel and accurately tracked in the system of record for all Concession Facilities. The Service has adopted the IFC, and the Service directly adopted NFPA standards for fire suppression operations, firefighter training, and certifications with exceptions and modifications as noted in RM-58. All ITM requirements listed below are based on the IFC and where referenced current editions of the NFPA standards – where the standards have changed, current standards must be complied with in lieu of the schedule set forth below:
 - Portable fire extinguishers (NFPA 10 requirements as indicated in IFC Table 901.6.1): The Concessioner must inspect all portable fire extinguishers within 30 days following the effective date of the Contract and monthly thereafter.

Reports must include information on monthly inspections, annual inspections, internal maintenance, and hydrostatic testing. Reports of these inspections must be provided to the Service upon request.

- Fire suppression systems: Within 30 days following the effective date of the Contract and annually thereafter, the Concessioner must inspect each type of system in accordance with applicable code requirements. Reports of these inspections and corrective actions taken on deficiencies must be provided to the Service upon request.
 - ◆ Water-Based Suppression Systems (NFPA 25 requirements as indicated in IFC Table 901.6.1)
 - ◆ Kitchen Hood Suppression Systems (IFC requirements under 606.3.1 and NFPA 17A)
 - ◆ Clean Agent Suppression Systems (IFC requirements under 901.6.2 and NFPA 2001)
 - ◆ For any other type of fire suppression system not listed above, the Concessioner must ensure they are inspected following the applicable code requirements such as the IFC and NFPA.
- Fire alarm systems (NFPA 72 requirements as indicated in IFC Table 901.6.1): The Concessioner must inspect all fire alarm systems within 30 days following the effective date of the Contract and annually thereafter. Reports of these inspections and corrective actions taken on deficiencies must be provided to the Service upon request.
- (ix) In conducting any construction, alteration, and demolition activities, the Concessioner is responsible for maintaining levels of fire protection, limiting fire spread, establishing the appropriate operation of equipment, and promoting prompt response to fire emergencies under IFC Chapter 33 Fire Safety During Construction and Demolition and NFPA 241 as required for items not specifically addressed by the IFC.
- (x) The Concessioner is responsible for limiting fire hazards by maintaining good housekeeping practices. The Concessioner must maintain records that note deficiencies along with the corrective actions taken. The Concessioner's annual compliance inspection must include the basic fire and life safety requirements outlined in RM 58 and all relevant portions of the IFC (including Section 1008 – emergency lighting and exit signs and Section 906– fire extinguishers). Written records must be maintained verifying the completion of such inspections throughout the term of the Contract and provided to the Service upon request.

J) Utilities

(1) Concessioner

- (a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. The Concessioner must pay for these services on or before the payment due date.

The Concessioner must participate in energy audits and incentives if offered by its electricity provider.

(2) Service

- (a) The Service provides water and wastewater at Northwest Trading Post.
- (b) The Concessioner will be billed for these services monthly.
- (3) The Service reviews operating costs for utility systems and services annually and will notify the Concessioner in writing 90 days before new rates become effective, in accordance with Director's Order #35B: Cost Recovery for National Park Service Provided Utilities (DO 35B).

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
Retail		
Northwest Trading Post	Four (4) days per week (which must include Saturdays and Sundays) from the Thursday before Memorial Day weekend through October 31	10:00 a.m. – 4:00 p.m.

- (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 sixty 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
Food and Beverage		
Northwest Trading Post	Four (4) days per week (which must include Saturdays and Sundays) from the Thursday before Memorial Day weekend through October 31	10:00 a.m. – 4:00 p.m.
Special Events		
Northwest Trading Post	Thursday before Memorial Day weekend through October 31	Determined by request, and, if required, Service approval

- (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 by January 15. 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) 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.
- (5) 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
Food and Beverage		
Northwest Trading Post	Food & Beverage – Quick Service	Competitive Market Declaration
Retail		
Northwest Trading Post	Merchandise	Competitive Market Declaration
Northwest Trading Post	Convenience Items, Prepackaged Snacks, Homemade Foodstuffs and Beverages	Manufacturer's Suggested Retail Price

(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.

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. Services and facilities subject to public health inspection include, but are not limited to, Food and Beverage service. 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:

BLRI_Superintendent@nps.gov

Superintendent

Blue Ridge Parkway

199 Hemphill Knob Road

Asheville, NC 28803-8686

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) Retail: Northwest Trading Post

- (1) Standard. The Service will evaluate retail services using the Retail service standard.
- (2) Concessioner's Merchandise Plan. The Concessioner must develop and implement a merchandise plan that addresses retail themes, product types, prices, labeling, and display procedures. The Concessioner's merchandise plan must explain how retail merchandise will reflect the purpose and significance of the Area's resources, wildlife, plant life, archeology, local Native American culture, and history. The Concessioner must submit its merchandise plan to the Service for review and approval within 120 days of the Contract's effective date and submit proposed revisions to it for Service review and approval as necessary. The Concessioner may not sell any merchandise that violates applicable laws or NPS policies. All retail items are subject to review by the Service.
- (3) General Requirements. Items to Be Sold: Retail items appropriate to the interpretive themes of the Park Area and Service, with an emphasis on traditional Appalachian life, history, culture, and foods. The Concessioner will offer Authentic Native American Handicrafts or locally made Southern Appalachian handicrafts as available, souvenirs, curios, sportswear, locally homemade foodstuffs, prepackaged food items and visitor convenience items (e.g. sunscreen, batteries). Locally handmade and made-in-the USA merchandise is preferred. In addition, the gift shop must offer items that have a direct relationship to Blue Ridge Parkway, its history, and other related natural or cultural topics.
- (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
22	Fitting Rooms	Exemption	Does not apply.
50	ATM Machines	Exemption	Does not apply.
53	General Merchandise	Addition	
54	Unacceptable Merchandise	Addition	In addition to the items listed in the standards, the Concessioner is prohibited from selling the following: any tobacco products or related items; artificial or live bait, fishing lures that contain lead; slingshots and paintball guns; any Native American merchandise that is not authentic or not related to the tribal communities of the Southern Appalachian region.

B) Food and Beverage (Authorized Service): Northwest Trading Post

- (1) Standard. The Service will evaluate food and beverage services at Northwest Trading Post using the Food and Beverage—Quick Service (10-FBQ) service standard.
- (2) Menu Development and Food Product Served
 - (a) The Core Menu must be submitted to the Service in writing for review and approval at least 30 days before implementation.
 - (b) Food Choice. 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.

C) Special Events (Authorized Service): Northwest Trading Post

- (1) Standard. Special events include activities benefiting an individual, group, or organization, rather than the public at large, as further described in 36 C.F.R. §2.50 and Director's Order #53: Special Park Uses (Appendix 10). In addition to the activities listed in the regulation and Director's Order, special events include: craft demonstrations; speakers on environmental education, sustainability or local history; astronomy programs; storytelling; and children's activities. Musical performances by individuals or small groups with minimal amplification are permitted.
- (2) The Concessioner may conduct programs and special events inside of the building without further permit for groups no larger than the maximum occupancy of the building.
- (3) Outdoor activities meeting the following parameters may be conducted without a further permit:
 - (a) Entirely within the Concessioner's land assignment,
 - (b) Open to the public at no charge,
 - (c) Not ticketed, excluding free reservations for control of crowd size, and
 - (d) Not so large or disruptive that the Area feels the need to monitor and manage the event.
 - (e) If the Concessioner uses tents or canopies for shade during outdoor activities, tents must be no larger than 20' by 20' each; a solid, neutral color such as white, tan, green or navy; and have no writing or logos except for that of the Concessioner's brand. Nothing may be anchored into the ground. Tent ropes may be anchored with weights. Tents must be located on the side lawn, out of sight of the main Parkway.
- (4) *Service Approval.* The Concessioner may request a separate Special Use Permit or Commercial Use Authorization for activities that are not within these parameters at least **60 days in**

advance of intended event date. Events cannot interfere with the general public's enjoyment of the Area.

- (5) *Food and Beverage and Event Space*. The Concessioner may provide food and beverage services as well as event space for special events within the Concession Facilities provided Service approval for the special event has been obtained consistent with the requirements of Director's Order #53.

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 Area Dispatch at 828-298-2491.
 - (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 the Area Dispatch 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 any wildlife to the Area Park Ranger.
- (5) The Concessioner must immediately report any threatened or actual discharge or release of hazardous substances to Area Dispatch. The Concessioner must also call the following numbers:
 - (a) National Response Center: 1-800-424-8802
 - (b) EPA: Region 4/Southeast -- 1-800-241-1754 or 1-404-562-9900; 24-Hour Hotline -- 800-424-8802

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(s) renewal date(s).
- (2) Visitor Satisfaction. The Concessioner must provide the Service with a monthly 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) Survey and Visitor Response Data. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service within 14 days of receipt.
- (4) Operational Performance Report. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of the following month and an annual summary report by December 31. 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) Retail:
 - (i) Gross revenue
 - (ii) Number of in store/retail transactions
 - (iii) Revenue by merchandise category (e.g. Authentic Native Handicrafts, gifts and souvenirs, general merchandise, convenience, apparel, Made in USA items)
 - (iv) Average retail check
 - (b) Food and Beverage
 - (i) Number of covers served by breakfast, lunch, and dinner with corresponding revenues by food service establishment
 - (ii) Average check
 - (iii) Number of events, if any, including revenue and number served

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);

- (e) All activity in the Concessioner's Component Renewal Reserve from the previous month, including amount set aside.
- (3) Annual Reports
 - (a) Annual Budget. If requested by the Service, the Concessioner must provide a budget, including detailed utilization and revenue and expense projections, no later than 30 days prior to the start of the Concessioner's fiscal year.
 - (b) Financial Forecast. If requested by the Service, the Concessioner must provide a mid-season financial forecast for each business activity compared to its annual budget, no later than 195 days following the start of the Concessioner's fiscal year.

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		
Annual Budget	Upon request	Upon request
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	By May 1, 2027 and as updated
Key Personnel List	Annually	Annually by May 1
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 and annually	Monthly by 15th day of the following month and annually by December 31
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

Title	Frequency	Due Date
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 by January 15
Visitor Satisfaction Summary Report	Monthly	By the 15th day after the last month of the reporting period
Visitor Satisfaction Survey	Initial	Within 30 days of the effective date of the Contract
Due Dates Specific to Contract		
Environmental Reporting: Hazardous Chemical Inventory, Corrective Actions	Annually	Annually by December 31
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
Merchandise Plan	Initial and as updated	Within 120 days of the effective date of the Contract and as revised
Balance Sheet	Initial	Within 90 days of effective date of the Contract
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year
Annual Meetings	Annually	Before and after operating season
Annual Overall Rating	Annually	By April 1
Survey/Visitor Response Data	As Provided	Within 14 days of receipt

ATTACHMENT A: REFERENCED WEBSITES

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

◀ Elements from Proposal Applicable? Choose a building block. Elements from Proposal Applicable? ▶