

EXHIBIT B

OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between the Concessioner (Concessioner) and the National Park Service (Service) describes the Concessioner's and the Service's operating responsibilities regarding those lands and facilities in Blue Ridge Parkway (Area) that are assigned to Concessioner for the purposes the Contract authorized..

When there is any conflict between the Contract terms and this Operating Plan, the Contract terms, including its designations and amendments, will prevail.

After consulting with the Concessioner, the Superintendent will review this plan annually and revise it as the Superintendent of the Area decides is necessary. Any revisions must not be inconsistent with the main body of this Contract. Any revisions must be reasonable and further the Contract's purposes.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Days.** "Days" are calendar days, unless specified otherwise.
- B) Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- C) Environmental Purchasing.** Purchasing of Environmentally Preferable products.
- D) Exhibit.** Any "Exhibit" referenced will be of the Draft Contract.
- E) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- F) Recycling.** The act of producing new products or materials from previously used and collected materials.
- G) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.
- H) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- I) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, Recycling, or purchasing recycled and Environmentally Preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

The Concessioner must comply with the following requirements to achieve an effective and efficient working relationship between the Concessioner and the Service:

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

- (a) Authority and managerial experience for operating the Concession Facilities and services required under the Contract;
- (b) Must employ staff with the expertise and training to operate all services required and authorized under the Contract;
- (c) Authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- (d) Responsibility for implementing the policies and directives of the Service.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services.

- (1) *Contact Information.* The Service provides a current list to the Concessioner with all appropriate points of contact annually, or as updates occur.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Minimum Operating Season and Hours.* The Concessioner must provide the required services for Area visitors on a seasonal basis. The minimum operating season and hours for each service are identified below.
 - (a) Mabry Mill Restaurant and Gift Shop. Minimum operating season is four days per week from May 1 through October 31. The Concessioner may extend the operating season if desired.
 - (b) Operating Hours. The Concessioner may offer food and beverage service during breakfast, lunch, or dinner meal periods. On days the restaurant is open, the Concessioner must provide a minimum of five hours of food and beverage service.

Service Type	Minimum Operating Hours
Food and Beverage	Breakfast: Concessioner will propose Lunch: Concessioner will propose Dinner: Concessioner will propose
Retail	10:00 a.m. – 2:00 p.m.

- (2) *Proposed Schedule.* The Concessioner must submit its proposed opening and closing dates for the next season for the Superintendent’s approval no later than **January 1**, including hours of operations for each service. The proposal must include at a minimum the seasons and hours listed above. Once approved, the operating hours and days must remain constant through the operating season unless changes are approved by the Parkway. The Concessioner must post all operating seasons and hours on-line and within the Concession Facilities.
- (3) *Emergency Operations*
 - (a) After Hours Emergencies. For “after hours” emergencies, the Concessioner must prominently display the emergency phone number at all of its Concession Facilities.
 - (b) Closures or Cancellations. In the event of a weather emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff as identified on the contact list provided to the Concessioner. The Concessioner also must notify the Concession Management staff of unscheduled closures or cancellations for any non-weather events as soon as possible.
- (4) *Pre and Post Season Meetings.* The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations

for the summer season. The Concessioner must attend a post season meeting with the Service to review the summer's operation and seasonal procedures.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* All the Concessioner's rates and charges to the public must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide"), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the [NPS Commercial Services website](#).
 - (a) *Food and Beverage.* Rates are based on the Competitive Market Declaration ("CMD") methodology. The Service has included a list of historical core menu items in Attachment 1 to this Operating Plan. This list is for reference only; the Concessioner may offer different menu items.
 - (b) *Merchandise.* Rates for merchandise are set using CMD methodology.
 - (c) *Convenience and Grocery.* Rates for convenience and grocery items are set using CMD methodology.
- (2) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
 - (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
 - (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in Section 7.A of this Operating Plan and available data on the Concessioner's competitors.
 - (c) Concessioner Rate Monitoring Plan. Within 60 days of the contract effective date, 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 NPS. The concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction
 - (d) Rate Monitoring Information. The concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned to its operational performance report.

(3) *Published Rates and Compliance*

- (a) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services available to visitors. In the case of Comparability, Core, MSRP, and Markup, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service.
- (b) Rate Compliance Monitoring. The Service checks rate compliance during periodic operation evaluations and throughout the year. In the case of rates set through Comparability and Core methods, approved rates must remain in effect until superseded by changes approved in writing by the Service.
- (c) Published Rate Monitoring. The Concessioner must ensure no published rates exceed the maximum rate approved by the Service, which includes, but is not limited to, Concessioner website, Concessioner telephone reservations system, and third-party booking agents. Third-party companies (travel agencies, online booking engines, etc.) that are selling rooms or services for the Concessioner must sell those rooms or services at or below the Service-approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

D) Evaluations

- (1) *Concessioner Monitoring Program*. The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all of its Exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program*. The Service will evaluate the Concession Facilities and services to assess and rate performance per the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating*. The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as

the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.

- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
 - (c) Public Health Program Evaluation Report. A United States Public Health Service (USPHS) representative will conduct periodic evaluations of the Concessioner's food and beverage operations, per the Public Health Service procedures based upon the U.S. Food Code.
 - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fire safety programs, and operating per the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
 - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation per the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management also will be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices per the current Service Concession Environmental Audit Program Operating Guide.
 - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
 - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues like vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract without written permission from the Service.

- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
- (c) Quiet Hours. Are 10:00 p.m. to 6:00 a.m. within all Concession Facilities.
- (2) *Guest Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [NPS Guest Donation Program](#) found on NPS Commercial Services website.
- (3) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Directors Order \(DO\) 44, Personal Property Management Information Notice 05-01](#), and [41 C.F.R. §101-48](#).
- (4) *Vehicles Used in Connection with Operation*
 - (a) Identification. The Concessioner must include its name and logo on every vehicle.
 - (b) Licensing, Insurance, Maintenance, and Registration. The Concessioner must properly register, license, insure, and maintain all Concessioner vehicular equipment used to perform services under the Contract per all Applicable Laws and with this Contract.
 - (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids. All other vehicle maintenance activities must take place outside the Area.
 - (d) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must always maintain egress in or out of the Service-approved designated area.
 - (e) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner.
- (5) *Deliveries*. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (6) *Interactions with Wildlife*
 - (a) Feeding wildlife within the Area is prohibited.
 - (b) The Concessioner will not encourage the feeding of wildlife within the Concession Facilities by displaying food, like popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
 - (c) The Concessioner and employees will notify the Concessions Office, Area Park Ranger, or the Wildlife biologist immediately regarding any issues with wildlife.
 - (d) The Concessioner manages all trash and food products in a manner that avoids attracting wildlife and does not allow wildlife (especially bears) access to food or trash.
- (7) *Visitor Satisfaction and Monitoring*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitors access the electronic version or provide an adequate supply of hard copy surveys. The Concessioner must submit its plan for this system within **30 days of the Contract effective date**.
 - (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.

- (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
- (d) The Concessioner must provide the Service with a monthly annual electronic report of survey responses including comments and complaints (from electronic and hard copy surveys) in a format to be defined by the Service. The monthly report is due by the 15th of the month following receipt, and the annual report is due on February 15. The Concessioner must provide individual comments upon request.
- (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

F) Human Resource Management

- (1) *Employee Identification.* At a minimum, the Concessioner must issue all employees an employee nametag.
- (2) *Employee Hiring Procedures*
 - (a) Drug-free Awareness and Testing Program. The Concessioner must give its employees a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must establish an appropriate employee drug-testing program. The Concessioner must require any employee who is in a safety-sensitive position like an equipment operator, or security-sensitive position like one with access to room keys, to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Blue Ridge Parkway Dispatch Center at (828) 298-2491.
 - (b) Background Checks. The Concessioner must ensure background checks are performed on all employee hires as appropriate for the position. These may include: wants and warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner cannot hire someone showing any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Chief Ranger, upon request, the background investigations conducted on employees. Employees must allow such a possible release of information as a condition of hire.
 - (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven.
 - (d) Service Employees. The Concessioner must not employ in any status an Area employee, his or her spouse, or a minor child, without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialists, , or Safety Officer.
- (3) *Training.* The Concessioner must provide and maintain records of appropriate employee training as described below, and must provide those records to the Service upon request.
 - (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
 - (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher

training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:

- Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
 - Emergency Medical Training. The Concessioner is encouraged to allow employees to attend emergency medical training, including CPR and First Response courses.
 - Wildlife Management. The Concessioner will provide Service-approved training in wildlife management, including measures to prevent wildlife species from becoming habituated to human foods.
 - Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the USPHS Food Code.
 - Service Provided Training. Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
- (4) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity.
- (5) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169 *et seq.*, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

G) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of Virginia firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of Virginia firearm possession laws regarding its operation for review and approval **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession regarding concession activities.
- (3) Concessioner employees must not possess firearms while on duty or within structures in the Area. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate per the operating standards on the [NPS Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the service

standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

A) Food and Beverage

- (1) *Mabry Mill Restaurant Minimum Operating Standards.* The Concessioner must provide food and beverage service at the Mabry Mill Restaurant per the Family Casual Food and Beverage Standards (10-FBF), Fast Casual Food and Beverage Standards (10-FBC) or Quick Service Food and Beverage Standards (10-FBQ). This information is found on the NPS Commercial Services website and the Service’s [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Exemptions or Additions to the Mabry Mill Restaurant Food and Beverage Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
N/A	Menu Approval	Addition	Concessioner must submit its proposed menu for the first full operating year no later than the Contract effective date . It must also submit any proposed changes at least 30 days before these changes are intended to go into effect.

- (3) *Menus.* The Concessioner must offer, at a minimum:
 - (a) Foods traditionally associated with Mabry Mill, like buckwheat and cornmeal pancakes and barbeque. Attachment 1 to this Operating Plan presents a historical Core Menu as an example. This list is for reference only; the Concessioner may offer different menu items.
 - (b) Seasonal specialties.
 - (c) A selection of healthy and sustainable food options, including vegetarian, heart healthy, and light eater’s entrees and reduced fat, low calorie, organic or hormone-free items.
 - (d) A variety of menu items at a range of prices that appeal to a wide range of Area visitors.
 - (e) Children’s options.

B) Retail

- (1) *Minimum Operating Standards.* The Concessioner must provide retail service per the Retail Standards (10-RET).
- (2) *Exemptions or Additions to the Retail Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-10	Facility – Exterior	Exemption	Exterior facility standards for Mabry Mill Restaurant and Gift Shop are evaluated under Food and Beverage standards.
22	Fitting Rooms	Exemption	Does not apply.
50	ATM Machines	Exemption	Does not apply.
53	General Merchandise	Addition	The Concessioner must develop and implement a merchandise plan that incorporates the Area’s interpretive themes. The Concessioner must submit the plan for approval no later than 120 days after the Contract effective date . At a minimum, the plan must clearly describe the categories and types of products approved for sale.
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.

C) Special Events (Authorized Service)

- (1) *General.* 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 et seq 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, but are not limited to, private meetings or conferences; private parties or social gatherings; weddings or wedding receptions; and other events or activities that might interfere with the public's use or enjoyment of the Area or with the public's access to commercial operations that are normally available to the public.
- (2) *Service Approval.* The Concessioner or event sponsor must obtain Service approval for any special event with more than 20 participants at least **60 days in advance** of intended event date. Events cannot interfere with the general public's enjoyment of the Area.
- (3) *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. The Concessioner must obtain prior approval from the Service for use of tents for special and catered events.

6) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") per Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#). The plan must be updated annually and provided to the Area no later than **December 31**. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan).

7) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is per the Service Risk Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under Concessioner Tools. The Concessioner must submit an initial Risk Management Plan to the Service within **120 days of the Contract effective date** and no later than **December 31** annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release per Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain it in good condition. The Concessioner must provide these plans to the Service, upon request.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Responsibilities.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.
 - (a) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Service may require the Concessioner to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc.
- (2) *Service.* The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide law enforcement patrols of the Area during the operating season. The Service handles all violations of

Federal, State, County, or Service regulations or policies. State or County officials may be called to assist in some matters, but this must be accomplished through the office of the Chief Ranger or their authorized representative.

B) Structural Fire Protection

Fire prevention and protection and life safety protection must be primary considerations at all Concession Facilities. The Concessioner must coordinate with local communities and ensure that an agreement is in place for structural fire response at Concession Facilities.

- (1) *Concessioner Responsibilities.* The Concessioner must integrate structural fire and life safety procedures in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure all Concession Facilities meet applicable Federal, State, and Local codes and appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained per Applicable Laws, including, but without limitation, National Fire Protection Association (NFPA) standards and NPS Reference Manual #58 (RM-58). The Concessioner must report all fires immediately to the Service.
- (2) *Fire Drills.* The Concessioner must conduct routine fire drills of all Concession Facilities as required by RM-58 (Structural Fire Management) as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy of this reference manual is available upon request.
- (3) *Fire and Life Safety Systems Policy and Procedures.* The Concessioner must implement a proactive fire and life safety program. The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the State, and approved by the Service, to conduct the periodic inspection, testing, maintenance, and prompt repair of fire and life safety systems and devices, as required by and in compliance with applicable NFPA Codes and Standards. This work can also be performed by qualified concession personnel, as approved by the Service. The systems and devices include but are not limited to:
 - (a) Fire and Life Safety System Components. The Concessioner must document inspections of fire extinguishers and other fire and life safety system components and devices and provide a copy to the Service upon receipt, and maintain this documentation on site for a minimum of three years. The Concessioner's proactive fire prevention program must include prompt repair or replacement of faulty fire protection systems and life safety systems. Inspections must include the following:
 - *Inspections.* The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the state and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities **within 30 days of initial occupancy** and on an annual basis thereafter before opening each spring.
 - *Fire Suppression Systems (Other, e.g., Kitchen Hood and Computer Rooms Systems).* Periodic inspection, testing, and maintenance must be performed per the minimum requirements of NFPA 72 (National Fire Alarm Code). All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
 - *Fire Detection and Notification Systems (Fire Alarm).* Periodic inspection, testing, and maintenance must be performed per the minimum requirements of NFPA 72 (National Fire Alarm Code). All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
 - (b) Emergency Lighting and Illuminated Exit Signs. Periodic inspection, testing, and maintenance must be performed per the minimum requirements of NFPA 101 (Life Safety Code). Inspection, testing, and maintenance may be performed by concession staff, as approved by the Service.
- (4) *Service.* The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the Service.
 - (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Concessioner will be contacted at the time of the evaluations so a representative of the Concessioner may accompany the Service evaluator.

C) Emergency Medical Care

- (1) *Training and Reporting.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
 - (a) Life-threatening emergencies: 911
 - (b) Non-emergencies: Service Communication Center (1-800-PARKWATCH (1-800-727-5928))
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. The Concessioner must provide and maintain an AED on site. An employee certified in standard First Aid and use of AEDs must be at Mabry Mill during operating hours. The Concessioner is encouraged to have several managers certified in First Aid and use of AEDs.

9) UTILITY RESPONSIBILITIES**A) Concessioner**

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service, including electricity, phone, internet, and propane. The Concessioner must pay these providers directly.
- (3) The Concessioner is not authorized to charge a utility add-on.

B) Service

- (1) The Service provides water and wastewater service to the Concession Facilities per Director's Order 35B ("DO-35B").
- (2) The Service will bill Concessioner per Service Policy, including DO-35B, which requires utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service reviews its operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates 90 days before implementation of any change.
- (4) The Service may cease to provide a particular utility service if such service is commercially available, and the Service decides to switch to a commercial utility.

10) PUBLIC RELATIONS**A) Required Notices**

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service."

Please address comments to: Superintendent
Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803-8686
blri_superintendent@nps.gov

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

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

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the [NPS Commercial Services website](#) under Concessioner Tools.

D) Social Media, Advertisements, and Promotional Material

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days before projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (2) *Social Media Postings, Comments, Photos, and Other Content.* All Concessioner social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of the social media site for Service approval At least **two weeks before** making the site accessible to the public.
- (3) *Material.* All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications.* The Area newspaper includes information on services provided by concessioners within the Area. The Concessioner must distribute the Area newspaper and brochure to visitors when the entrance station is closed.
- (5) *Statements*
 - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Blue Ridge Parkway: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (area name)."
 - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising per Exhibit C (Nondiscrimination).

11) VOLUNTEERS IN PARKS PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

12) REPORTING REQUIREMENTS

A) Operational Reports

- (1) *Employee and Management List.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job

titles, office, and emergency phone numbers by **May 1** of each year and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.

- (2) *Incident Reporting.* The Concessioner must immediately report the incidents listed below through the Blue Ridge Parkway Dispatch Center at (828) 298-2491 and to the Concessions office at BLRI_Concessions@nps.gov.
 - (a) Any fatalities and any visitor-related accidents or incidents.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or visitors, to the Concession Specialist at (828) 348-3400 and the US Public Health Consultant. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, spills must be reported to the Blue Ridge Parkway Dispatch Center at (828) 298-2491 and to the Concessions office at BLRI_Concessions@nps.gov.
- (5) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt.**

B) Operational Statistics by Service Type

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due by **December 31**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Food and Beverage.* Provide the number of covers served for breakfast, lunch, and dinner, with corresponding revenues and average check.
- (2) *Retail.* Provide the following information for each retail outlet separately.
 - (a) Total revenue and revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel)
 - (b) Total number of transactions, average transaction amount

C) Financial Reports

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

- (1) *Monthly Reports*
 - (a) Remittance Report. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited

to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.

- (b) Component Renewal Reserve Report. No later than the **15th of the following month**, the Concessioner must report on the Component Renewal Reserve for the preceding month.
- (2) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (3) *Financial Forecast*. Pre-season financial forecast for each business activity compared to annual budget. Format used to be pre-approved and due date to be determined by Service.

13) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Title	Schedule	Due Date(s)
Advertisements & Promotional Material	As Necessary	At least 30 days before projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Balance Sheet	Initial	Within 90 days after Contract effective date
Budget	Annual	TBD
Component Renewal Reserve Report	Monthly	NLT 15 th of the following month
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Financial Forecast	Annual	TBD
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Operational Reports	Annual, Monthly	NLT December 31 annually; NLT 15 th of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Menu	Initial	NLT Contract effective date, then annually NLT January 1, and 30 days before implementing any changes
Proposed Opening/Closing Dates and Hours	Annual	NLT January 1
Remittance Report	Monthly	NLT 15 th of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date

Effective, January 1, 2025

ATTACHMENT 1**HISTORICAL CORE MENU****Core Menu: Mabry Mill Restaurant**

Breakfast Core Item
The Sampler (2 eggs, meat, bread, starch)
The Quick Breakfast (2 eggs, bread, starch)
Two Pancakes (all base varieties)
French Toast
Two Eggs
Bacon (3 slices)
Sausage (2 patties)
Lunch & Dinner Core Item
The Mabry salad (mixed greens, turkey, croutons, pecans, onion, cucumber, cheese, cranberries, bacon, dressing)
House salad (small)
Pot Roast (carrots, mashed potatoes, cornbread)
Chicken Pot Pie
Vegetable Plate
Mill Burger with Fries (1/3 lb.)
Harvest Chicken Salad Wrap
Mac and Cheese (6 oz.)
French Fries (3 oz.)
Children's Core Item
Grilled Cheese with side
Junior Hamburger (1/4 lb.) with side
Dessert Core Item
Blackberry Cobbler (6 oz.)
Beverages Core Item
Soft Drinks (16 oz.)
Iced Tea (16 oz.)
Coffee, Hot Tea, Hot Chocolate