

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

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## 1) INTRODUCTION

This Operating Plan between the Concessioner (Concessioner) and the National Park Service (the Service) describes the Concessioner's and the Service's operating responsibilities regarding those lands and facilities in Great Smoky Mountains National Park (the 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 shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and further the Contract's purposes.

## 2) DEFINITIONS

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

- A) 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.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated approved, may be amended, supplemented, or superseded throughout the Contract term. Service Policy includes, for example, NPS-48. Service Policy is available on request from the Service.

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate a General Manager who:
  - (a) has the authority and managerial experience to operate the Concession Facilities and services the Contract requires, and
  - (b) must employ staff with the expertise and training to operate all services the Contract authorized with a minimum of the following:
    - Onsite Manager(s) manages the concession operations and the Concession Facilities in the General Manager's absence
    - Food Service Manager

- Reservations Manager
- (c) implements the Service’s policies and directives
- (d) Management Listing. The Concessioner must provide the Service with a list identifying key management and supervisory personnel by department with their job titles, and office and emergency phone numbers by March 1 of each year and provide a revised list showing changes within 14 calendar days of each change.

**B) Service**

- (1) The Superintendent manages Great Smoky Mountains National Park and is responsible for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities regarding to the Area.
- (2) The Superintendent’s duties regarding concessions include, but are not limited to:
  - (a) evaluating Concessioner services and facilities, and
  - (b) reviewing and approving rates charged for all commercial services
- (3) Contact information. The Service provides a current list to Concessioner with all appropriate points of contact.

**4) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

**A) Schedule of Operation**

- (1) Minimum operation season and hours are as follows:

Service	Operating Season	Hours of Operation
All Services (Lodging, Food and Beverage, Shuttle, Retail)	March 25 thru November 15	9 am to 9 pm 7 days/week

- (2) Normal Operations
  - (a) The Concessioner must submit proposed opening and closing dates, and operational hours for all locations to the Service no later than September 1 for the next season, which must include, at least, the operating season and hours of operation as listed above.
  - (b) The Concessioner must prominently post the operation’s hours. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, project to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will give reasonable notice to the Concessioner of these dates.
  - (c) The Concessioner will not provide lodging, food and beverage, or retail services to Park visitors or allow guests to use the Lodge while the Lodge is closed for the winter, except in emergencies the Service approved.
  - (d) Closure for Inclement Weather, Emergencies, or Unusual Circumstances
  - (e) Notwithstanding the minimum operating season and hours Section 4A specifies, there may be times when the Concessioner will close or not offer all required and authorized services because of inclement weather, emergencies, or other unusual circumstances. Generally, the Concessioner must provide services per the approved operating season and hours unless inclement weather, emergencies, or other

unusual circumstances result in unsafe conditions or would preclude providing satisfactory services to the public.

- (f) Whenever there is a question as to whether conditions justify closing or canceling services, the Concessioner should consult with the Concessions Management Specialist before initiating this action.
- (g) In the event of inclement weather, emergency, or unusual circumstances that require a sudden unscheduled closure, the Concessioner must notify the Park Communications Center (865-436-1294). The Concessioner also must notify the Concessions Management Division of unscheduled closures as soon as possible.
- (h) If the concession operation will be closed, the Concessioner must make every reasonable effort to notify its patrons of the closure, duration, and reason for the closure. Additionally, the Concessioner must post a notice at the concession entrances or office advising the public of the closure's duration and reason for the closure.

## **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 Section 3(e) of the Contract. The NPS ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided in Section 3(e) of the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession rate approval policies and guidelines documented in the [NPS Concession Rate Administration Guide](#) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (a) Backcountry Lodging Accommodations. Backcountry Lodging Accommodation Rates initially will be determined by the Direct Comparability Method. After the initial rates are set, the Indexing Method, using the Consumer Price Index for all Urban Consumers (CPI-U) for "all items," U.S. city average will be used.
  - (b) Food and Beverage. Rates are based on the Core method, using the Comparability methodology. Rates for non-core items are set using the National Park Service Competitive Market Declaration (CMD) methodology.
  - (c) Shuttle. The Concessioner will determine prices for shuttle service per CMD guidelines.
  - (d) Retail. Rates are set using the CMD guidelines.
  - (e) Convenience Items. Rates are set using Manufacturer Suggested Retail Price (MSRP,) if printed on packaging, or National Association of Convenience Stores (NACS) Markup Percentages.
  - (f) Souvenir Photographs. Rates are set using the CMD guidelines.
- (2) Changes to Methods. Changes initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
  - (a) Changes requested by the Concessioner. The Concessioner may request a change to rate approval method, but must submit a request to change rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include an analysis of market forces criteria, including:
    - A list of competitors who provide reasonable substitutes of the Concessioner's service.
    - A review of the similarity of competitor services
    - Identification of travel time/distance to competitors/the competitive market
    - Availability of booking information to visitors
    - An assessment of how critical the service or product is to visitors

- (b) A summary of the Concessioners pricing strategy regarding its position relative to its competitive market
  - (c) [For requests to use CMD] The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
  - (d) [For requests to use CMD] The Concessioner's proposed financial offsets.
- (2) Rate Requests. Rate requests are applicable to service types approved under the Comparability and Core rate methods, but not to service types approved under the Competitive Market Declaration, MSRP, or markup rate methods.
- (a) Annual Rate Request. The Concessioner must submit all requests for rate changes to the Service annually in writing by July 1, and at least 90 calendar days before their intended effective date.
  - (b) Contents of Rate Requests: The concessioner must submit its proposed rates in writing and in accordance with the rate request timeline. The concessioner's rate request must include:
    - Proposed rates, charges, and fees.
    - A listing of comparable service providers, including those identified through existing comparability studies conducted by the NPS and any new comparables the concessioner would like to introduce for consideration.
    - Descriptions or inventories of the 'extra quality features' of the concessioner's service and its comparables which illustrate any differences in the concessioner's rate position relative to its 'comparables.'
    - A listing of comparable service provider rates, charges, and fees.
    - A basic analysis of the concessioner's rates and comparable rates, including minimum, maximum, averages, or other relevant statistics. If proposed rates vary by season or include 'peak' rates, these should be analyzed separately.
- (3) Interim Implementation. Once the Service deems the 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.
- (4) Rate Approval Timeframes.
- (a) Within 20 days of receipt of the rate request, the Service will provide the Concessioner with a written determination that the request is complete or, if not, a description of the information required for the request to be complete.
  - (b) For requests that do not require a full comparability study. the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 10 days of 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.
- (5) *Rate Implementation when Service Approval is Delayed.* If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates after the Concessioner implements the requested rates, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (6) 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.
- (7) 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.
- (9) Reduced Rate for Government Employees. Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the general public and/or agreed upon in the annual rate request.

**C) Purchasing**

- (1) Competitive Purchasing. The Concessioner may buy from a facility the Concessioner or parent company operates or owns, if the product is comparable in quality and price to similar products from unrelated suppliers or manufacturers.
- (2) Discounts. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quality 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) Reservation Policy and Procedures**

- (1) Lodging Reservations, Deposits, Refunds and Shuttle
  - (a) The Concessioner will staff the Reservations Office adequately to meet the needs during peak and non-peak hours. A reservation agent must be available within 30 minutes of call initiation during peak periods and 10 minutes of call initiation during non-peak periods. The Concessioner will accept telephonic reservation requests and at least three of the following additional modes: internet, mail, fax, email.
    - (b) The Concessioner will maintain a bed space waiting list to efficiently and equitably utilize spaces that become available because of cancellations during the reservation season.
    - (c) The Concessioner may accept reservations up to 18 months and one day in advance. Visitors may be required to submit a deposit amount up to the full amount for occupancy, meal charges, and tax to hold a reservation. The deposit requirement and refund policy is a part of the rate approval process. Customers may pay any deposit by cash, check, money order, major credit card or any combination of these.
    - (d) If a customer cancels 30 or more calendar days before a reservation, the Concessioner will refund the full deposit. If the cancellation is made less than 30 calendar days in advance, the deposit is forfeited unless the rooms are filled. Rates confirmed by the Concessioner will be honored at the time of stay. Refunds will be processed within one month of cancellation.
    - (e) The Concessioner will email guests a reservation confirmation. The confirmation email must advise guests that demand for parking often exceeds capacity at trailheads, that guests must avoid parking in marked "no parking zones" and include a link to the Park's parking norms webpage (<https://www.nps.gov/grsm/learn/management/park-safely.htm>). The Concessioner's shuttle operation procedures will be provided to guests at the time of reservation. The Service will add the contact information of the Concessioner's shuttle service to the park's Directions & Transportation shuttle website (<https://www.nps.gov/grsm/planyourvisit/shuttles.htm>). This link will be included in the reservation confirmation email. The Concessioner's website must also advise prospective visitors of the above by providing the advisory and the links on their reservation pages.
    - (f) The Concessioner must submit its Reservation and Refund Policy (including the text of the confirmation email) to the Service within 120 calendar days of the award of this Contract and 30 calendar days before the implementation of any new reservation and refund policy changes.
    - (g) Minimum staffing hours for the telephone reservation line will be 8:30 a.m. to 5:00 p.m., Monday – Friday.



(2) Room Assignments

- (a) Unless the reserving guest requests specifically, the Concessioner will not assign guests other than immediate family members to share a guest room.
- (b) Each bedroom in the two- and three-bedroom lodges is considered a separate guest room and may be booked accordingly.
- (c) When a reservation results in room or bed sharing, the Concessioner will advise guests about type and number of beds that are available in the guest room or rooms assigned (e.g., bunk, double, twin, etc.).

(3) Priority Reservation Termination

- (a) National Park Service policy prohibits granting special privileges to certain individuals or groups in the award of reservations. The priority reservation system used under prior concessions contracts is terminated. Reservation holders do not have an option to renew preexisting reservations.

(4) Standing Reservations for Park Educational Programs

- (a) Notwithstanding the reservation policy, when the Service makes a request before the regular reservation period starts, the Concessioner will reserve space for educational programs that the Service sponsors. The Service may reserve space for up to 20 participants per night and for up to three dates per season. The Service may request standing reservations for certain dates that are renewable for subsequent seasons.
- (b) The Service will request reservations or confirm standing reservations for the following season by September 15 each year and the Service will be required to pay the required deposit by November 1 each year to retain these reservations for the following season. Before releasing these standing reservations for booking by other parties, the Concessioner will contact the Service and obtain written confirmation that these organizations do not plan to use their standing reservation for the following season. If the required deposit is not received by December 1, the Concessioner may release the standing reservation for booking by other parties.
- (c) The education partners who hold written agreements with the park and support the Area's resource education objectives by conducting field trips and programs are permitted to hold up to three standing reservations for LeConte Lodge for the same dates each year. These educational organizations may reserve space for up to 20 program participants per night.
- (d) The standing reservation dates for the education partners during the first season under this Contract will be the dates the education partners reserved during the final season under the previous Contract or other available dates the Service approved before the first reservation period under this Contract. The education partners must submit requests to change the standing reservation dates by September 15 each year.
- (e) By September 15 each year, education partners with standing reservations must confirm their reservations for the following season and must pay the required deposit by November 1 each year to retain these reservations for the following season. Before releasing the standing reservations, the Concessioner will contact the education partners and get their written confirmation that they will not use their standing reservation for the following season. If the Concessioner receives the required deposit by December 1, the Concessioner may release the other parties standing booking reservation.

- (f) The Service may modify the list of educational partners eligible for this consideration as required. Current partners include:
  - Great Smoky Mountains Institute at Tremont
  - Smoky Mountain Field School
  - Great Smoky Mountains Association
  - Friends of the Smokies
- (g) The educational partners may not charge participants a lodging and meals fee that is more than the Concessioner's approved rate for these services. However, these educational organizations are not precluded from charging a separate fee for the educational programs they provide.

## **E) Evaluations and Inspections**

- (1) Service Concession Review Program. The Service will evaluate the concession facilities and services to assess and rate concessioner performance per the NPS Concession Review Program as the Service Policy's describes. The Service will use the evaluation results to prepare an Annual Overall Rating. Service personnel may implement the NPS Concession Review program and prepare the Annual Overall Rating. The Service may request third-party subject matter experts' help. The Service may incorporate the experts' findings in the Service's evaluations. The Concessioner must give full access to managers, facilities, documents, and other resources the Service needs to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, correct deficiencies, and implement improvement programs resulting from these activities. The Service may consider how the Concessioner addresses deficiencies on schedule and timely in deciding the Concessioner's rating. The Concession Review Program evaluations components are:
  - (a) Periodic Operational Evaluations. The Service will evaluate the concession facilities and services periodically to assess if the Concessioner is following applicable service standards and other operational requirements. The Service may contact the Concessioner during facility evaluations so that a Concessioner representative may accompany the evaluator.
  - (b) Operational Performance Report. The Operational Performance Report and Rating collates the individual periodic evaluations scores and weights them if necessary.
  - (c) Administrative Compliance Evaluation. The Service will assess how the Concessioner follows administrative and contractual requirements annually, including the Annual Financial Report's timely submission, submitting franchise fees timely and accurately as well as following proof of insurance requirements.
  - (d) Asset Management Evaluation. The Service will conduct an annual asset management evaluation and rating. The evaluation will consider performance against requirements in maintaining facilities as the Concession Contract defines, including but not limited to, the Maintenance Plan.
  - (e) Environmental Management Program Evaluation. The Service will evaluate the Concessioner's Environmental Management Program (EMP) annually. The evaluation will consider how the Concessioner protects natural resources, meets environmental compliance requirements, and operates per the Concessioner's documented EMP. Performance in addressing the Concessioner's environmental audit findings will also be an evaluation component.
  - (f) Public Health Program Evaluation. A United States Public Health Service (USPHS) representative will evaluate Concessioner's food and beverage operations periodically. The representative will use the U.S. Food Code and other applicable public health standards to evaluate these operations per Service Public Health Service procedures. The Concessioner must post a public notice in its food and

beverage operation that the results of food and beverage facility public health inspections are available from the Superintendent's Office.

- (g) Risk Management Program Evaluation. The Service will evaluate the Concessioner's Risk Management Program (RMP) annually. This evaluation will consider performance in implementing life safety and fire safety programs and operating per the Concessioner's documented RMP. The Service will conduct any life or fire safety inspections; this will be an evaluation component of Periodic Operational Evaluations.
  - (h) Visitor Satisfaction Review. The Service will review the Concessioner's visitor satisfaction program results, complaints, and comments on Concessioner's services.
  - (i) Annual Overall Rating. By April 1 for the preceding calendar year, the Service will decide and give the Concessioner an Annual Overall Rating. The Service will base the rating on the Concession Review Program evaluations results. The results of other Service audits and inspections and operating performance information may also be considered in this rating.
- (2) General. Both the Service and the Concessioner will inspect and monitor concession operations, including the concession facilities, regarding Service policy, applicable standards, authorized rates, safety, public health, impacts on cultural and natural resources, and visitor concerns and reactions.
- (3) Health and Safety
- (a) The Concessioner's Safety Manager is responsible for health and safety inspections in employee housing areas. The Safety Manager will ensure employees follow Service's health, fire, and safety code regulations, policies, and guidelines. The Safety Manager will perform periodic interior and exterior safety inspections of all the concession facilities and operations, per its documented Risk Management Plan.
  - (b) The Area's Safety Manager will conduct at least one annual comprehensive safety and occupational health inspection evaluation.
  - (c) The Regional Public Health Consultant (RPHC) will conduct periodic food service, water, and wastewater system evaluations; RPHC may inspect without prior notice. The Concessioner will maintain and follow a formal, written food service sanitation self-inspection program. The Service will help develop and update the program as necessary.
  - (d) The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession facilities within 30 calendar days of initial occupancy and annually thereafter. By no later than May 1 during each Contract year, the Service's professional will give the Concessioner a complete and signed written inspection report.

#### **F) General Policies**

- (1) Facilities Use. The Concessioner may use concession facilities only for activities or services that directly and exclusively support contractual services the Contract require and authorize.
- (2) Smoking Policy. All buildings in the concession facilities are designated as non-smoking per Directors Order 50D.
  - (a) Smoking is not permitted in public buildings at LeConte Lodge or in shared employee housing or interior work areas.
  - (b) The Concessioner will post notices in all public buildings and interior workspace as necessary.
  - (c) The Concessioner will designate specific outdoor areas for smoking by Lodge guests and employees.

- (d) Payment Methods. The Concessioner must accept the following pay methods for all services.
- (e) U.S. Currency
- (f) Cashier's checks and traveler's checks with proper identification
- (g) Credit Cards. At least, the Concessioner must honor at least three types of major credit cards. The Concessioner must accept debit cards.
- (h) Receipts. The Concessioner will give guests digital receipts and will keep a digital inventory of transactions.
- (i) Lost and Found. The Concessioner must establish and provide an effective program for handling lost and found or unattended property in concession facilities. This program must include property that the concession employees may have abandoned. This program must integrate with the Area's existing Lost and Found Property Procedures, Management Directive No. 10. The Service will give the most recent version including Form No. 10-166, "Lost-Found Report", for use.
- (j) The Concessioner must report lost and found items at or turned in at the concession facilities on the Lost-Found Report (Form 10-166) with enough information as possible to return the item. The Concessioner will turn over to the Park items not claimed in seven calendar days, including the item's proper identification, name, address, and signature of receipt.
- (k) The Concessioner must give the Park a copy of its lost and found policy within 60 calendar days after the Contract's effective date and within 30 calendar days of any policy changes.
- (l) The Concessioner must maintain a centralized location to store all lost and found items that includes secure storage for items like money, jewelry, or other valuable articles.
- (m) Visitor Comments
- (n) Comment Cards.
  - The Concessioner must make Service-approved comment cards available to visitors to measure service and quality standards, product mix, pricing and overall Area experience.
  - The Concessioner must keep an adequate comment cards inventory available at appropriate concessions facilities.
  - At least, the Concessioner must maintain one labeled visitor comment box with comment cards in a highly visible concessions facility.
- (o) Comments or complaints the Concessioner received.
  - Within 14 business days after the Concessioner receives a visitor complaint about its services, the Concessioner must investigate and respond. The Concessioner must give the Service a copy of the initial comment, the Concessioner's response, and any other supporting documents.
  - The Concessioner must give the Service all visitor comments that allege misconduct by Concessioner or Service employees, or concerns of visitor or employee safety, or concerns of the safety of Area resources within 24 hours of receipt of the comment by the Concessioner.
- (p) Comments or complaints the Service receives
  - The Service will forward to the Concessioner any comments or complaints received about the concession facilities or services. The Concessioner must investigate and respond to any complaints within 14 business days after receiving the complaint. The Concessioner must give a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses, if any.

- (q) Visitor comment reporting
- The Concessioner must include a summary of visitor comments received during the prior month in the Monthly Contract Monitoring Report that is due by the 15th of each month during the operating season. If applicable, the Concessioner must provide any visitor comments analysis and any action plan developed to correct any service-related issues the data identified. Instead of the summary, the Concessioner may submit copies of each comment card received during the prior month.
  - If applicable, the Concessioner must also submit within 14 business days of receipt, a copy of any customer satisfaction data third parties collected on the Concessioner's behalf including any statistical analysis of this data.
  - On request, the Concessioner must give the Service copies of individual comment cards or other supplemental information that supports the summary provided.

### **G) Human Resource Management**

- (1) Employee Identification and Appearance. The Concessioner must ensure that all employees who interact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained, or excessively faded). The Concessioner must submit initial uniform standards for Service approval and any changes at least 60 calendar days before buying uniform items.
- (2) Firearms: Concession employees may not possess firearms while on duty. The Concessioner must advise employees about this prohibition. Federal law prohibits firearms in federal facilities, like Service visitor centers; these facilities are posted with appropriate notices at public entrances. Additionally, firearms are not allowed in concession-managed facilities that are posted with firearms prohibited signs.
- (3) Employee Hiring Procedures
  - (a) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory visitor services during the operating season. The Concessioner must offer employees a full work week whenever possible. Before employment, the Concessioner must inform employees about salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
  - (b) Drug-free Awareness and Testing Program. The Concessioner must give its drug and alcohol abuse policies and have educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must make results of drug testing available to the Service on request.
  - (c) Background Checks. The Concessioner must request and review a state certified copy of the applicant's criminal history and driving transcript. The Concessioner must not hire an employee with any active warrants (current fugitive from justice). In reviewing any past criminal convictions, the Concessioner should consider the appropriateness of hiring the applicant into a position, given the purpose of maintaining a healthful, law abiding, and safe working environment for the public, and park and concessioner employees. In doing so, the Concessioner should consider the nature of any past offenses, the amount of time that has transpired, and the applicant's academic or employment track record since the time of any offenses. The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware before the hire that this information may be made available to the Service.

- (d) Driver Requirements. The Concessioner-owned vehicle drivers operating under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (e) Service Employees. The Concessioner must not employ in any status a Service employee, his or her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the Superintendent's, Deputy Superintendent's, Administrative Officer's, Concessions Management Specialist's, or Safety Officer's spouse or children.

#### (4) Training

The Concessioner must provide appropriate training as follows:

- (a) Manuals. The Concessioner must develop written training materials for its employees as an Employee Training Manual. The Concessioner must give the Service an initial copy of these materials within 60 calendar days after the Contract's effective date and within 30 calendar days of any changes.
- (b) Safety. The Concessioner must train its employees annually per the Risk Management Plan training requirements.
- (c) Orientation. The Concessioner must give at least 8-10 hours of mandatory orientation and training for its employees.
  - The Concessioner must emphasize to its employees that they may not feed wildlife.
  - The Concessioner may request Service staff present on park purpose and mission.
- (d) Job Training. The Concessioner must give appropriate job training to each employee before duty assignments and working with the public. Training must include the following besides job-specific skills:
  - Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in Concessions Management Guidelines.
  - Customer Service. The Concessioner must give customer service and hospitality training for employees who have direct visitor contact.
  - Resource and Informational Training. The Concessioner must provide training about Area resources, visitor attractions, and visitor services for all employees who interact with the public. Training must incorporate information the Service gives for this purpose specifically, if any.
  - Interpretive Training. The Concessioner must give interpretive skills training to all employees who provide interpretive services. The Concession employees who will provide these programs are encouraged to attend the seasonal orientation program the Service provides for its resource education employees.
  - First Aid and CPR. At least, employees must be trained in basic first aid and CPR and possess a current certification.
  - Environmental Training. The Concessioner must give environmental training to all employees per its Environmental Management Program.
  - Llama or helicopter operations training as per the requirements under the Operating Plan.
- (5) Employee Responsibilities. The Concessioner must require their employees to always follow all federal and state laws.

## H) Staffing and Employment

### (1) Employee Housing

- (a) The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate per the operating standards of the Service's Concessioner Operational Performance Standards. The applicable Service standard, Employee Housing (10-EHO), can be found at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm> ) and specifies the minimum operating standards that the Concessioner must meet in providing the required service under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the applicable Service standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.
- (b) The Concessioner will provide housing and food service for its employees who work on site at LeConte Lodge routinely. The Concessioner should provide food service and room board at or below cost to the extent possible. The Concessioner should ensure that employee room and board charges do not exceed employee earnings.
- (c) The Concessioner will inspect all quarters for fire and safety compliance within 30 calendar days of initial occupancy of a residence.
- (d) The Concessioner will ensure that employee rooms are adequately furnished to serve the number of occupants. Minimum employee room amenities will include:
  - bed with mattress and foundation,
  - pillow,
  - clean bed linens for each employee at least weekly or anytime another employee will occupy the room,
  - bath and hand towel,
  - dresser or chest for clothing and personal items,
  - chair,
  - propane space heater,
  - oil lamp, and
  - curtains or other window coverings.
- (e) Both the Service's Safety Manager and the Concessioner's Risk Management Manager are responsible for health and safety inspections in employee housing areas. The Area's Concession Management Specialist inspects concession employee housing periodically.
- (f) The Concessioner will provide adequate cooking and food storage facilities for the winter caretaker. The Concessioner will assure its employees follow the Service's health, fire, and safety code, regulations, policies, and guidelines. Food storage facilities will be bear and vermin proof.

### (2) Employee and Staffing Practices

- (a) The Concessioner will establish and enforce written uniform and personnel appearance standards for its employees to assure that employees who deal with the public present a neat, clean, and otherwise attractive personal appearance.
- (b) The Concessioner will ensure that employees project a hospitable, friendly, helpful, positive attitude, and can and will provide visitor assistance. The Concessioner will take appropriate steps to enforce these rules.

### (3) Service Employees and Families

- (a) The Concessioner will not employ in any status a Service employee, his or her spouse, or Service employee's minor children without the Superintendent's approval. Employees must submit a written request to the Superintendent. The Concessioner will not employ in any status the Superintendent's, the Assistant Superintendent's, Concessions management Specialist's, Regional Public Health Consultant's or Safety Manager's spouse or children.

## **I) Interpretive Services**

### **(1) Concessioner Resource Education Plan**

- (a) The Concessioner will develop and implement a Concessioner Resource Education Plan that focuses on employee training, personal interpretive services, non-personal interpretive services, and retail items.
- (b) Before implementing the plan, the Concessioner will send it to the Service for approval.

### **(2) Personal Interpretive Services**

- (a) Employee Knowledge. Employees must show their knowledge of the National Park Service, its mission and values and the cultural and natural resources in Great Smoky Mountains National park generally and specifically Mount LeConte. Staff must use appropriate interpretive techniques in their interactions with visitors when doing functions like giving directions and answering basic Area questions.
- (b) Comprehensive Resource Education Plan. The Concessioner's management employees and supervisors must know the Area's Comprehensive Resource Education Plan, that the Service will give to the Concessioner. The Concessioner will use this plan as a guide to give visitor services in a way that supports the interpretive themes, goals, and objectives that this document describes.
- (c) Formal Education Programs. With the Service's approval, the Concessioner may offer formal educational programs to guests, the public or both. If the Concessioner chooses to offer these programs, they must offer them to Lodge guests and the public at no cost.
  - The Concessioner will submit to the Resource Education Division for approval, the programs' themes and outlines including any handouts, props to be offered, or both before offering these programs. The Concessioner will develop Individual Service Plans (ISP) for all programs offered (i.e., hikes, walks, talks, and contact station areas) and submit these for Service review.
  - The Concessioner will post notices for Concessioner provided programs to inform guests of the program schedule and will advise guests of the program schedule at check-in.
  - If the Concessioner offers educational programs, the Concessioner will hire enough employees to conduct these programs with an educational background that qualifies them to conduct the programs. The Concessioner will give additional training to these employees as needed to enable them to meet NPS Standards for quality programs for the public. The employees will be encouraged to participate in the NPS Interpretive Development Program and submit products for certification. The Concession employees that will give these programs will be required to attend the seasonal orientation program the Service provides for its resource education employees. This training is usually offered the first two weeks after Memorial Day and includes up-to-date resource information and interpretive skills training. The Service may be able to provide limited training for employees on site at LeConte Lodge at a time that is determined to be mutually convenient. The Concessioner may be required to reimburse the Service for the cost of providing on-site training.



- The Service will audit these programs at least two times each season to evaluate these programs' quality and suitability, and to give constructive suggestions to the employees presenting these programs.
- The Concessioner will keep these programs' attendance records and report to the Service these figures as part of the Monthly Recreation Visits report. The Service will evaluate these programs' effectiveness annually based on attendance, audits, and discussions with the Concessioner and may modify this requirement based on this evaluation.

(3) Non-Personal Interpretive Services

- (a) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of merchandise and service facilities and must install and maintain educational displays in common areas at the Lodge (office and dining room) providing pertinent information about Mt. LeConte, LeConte Lodge, LeConte trails, safety messages, and the Area's resource education themes.
- (b) Area Information. The Concessioner must make Park informational handouts available at the Concession Facilities. The Concessioner must coordinate with the Resource Education Division to request and obtain a supply of informational handouts and determine what handouts are appropriate.
- (c) Proprietary Printed Material. The Concessioner may develop and use proprietary printed material for free distribution to the public, as appropriate, to give pertinent information that supports Area objectives about resource education and safety education.
- (d) Reservations. The Concessioner will include as an enclosure with reservation confirmation media pertinent Area literature like the Park Map and Guide, or the Park Trip Planner.
- (e) Service Approval. The Concessioner will submit to the Service for its approval before it is published proprietary printed material, as well as display designs and content before their installation. The Superintendent must approve any other printed material disseminated free to the public before they are disseminated.
- (f) Service Displays. The Service may provide and install displays in the Concessioner's assigned area and may give the Concessioner display material to display in Lodge common areas or guest cabins.
- (g) Library. The Concessioner will maintain a small appropriate library of books and other publications about Mt. LeConte, LeConte Lodge, Park Resource Education Themes, or Area resources and history for LeConte Lodge guests and employees to use.

(4) Educational Sales Items

- (a) The Concessioner will offer for sale at LeConte Lodge a selection of at least five core educational publications about Mt. LeConte or Area resources and history per a list that will be the Service provides. The Service will provide this list of core educational publications to the Concessioner within 60 calendar days following the effective date of this Contract and will provide an updated list, if applicable, by June 1 each year during the term of this Contract.
- (b) The Concessioner may offer educational items for sale to guests on a mail order basis.
- (c) Proposed educational sales items must be submitted to the Service for approval before being offered for sale.

(5) Answering Service or Voicemail

- (a) The Concessioner will have an answering machine or voice mail system through which the public can access information during periods when the office is closed, or phone lines are busy.
- (b) The recorded message will provide callers with information regarding operating hours and season, and alternate ways to obtain information or assistance.

**J) Resupply Operations**

(1) The Concessioner will use trained llamas to transport equipment, resupply the operation and maintain LeConte Lodge regularly and annually use a helicopter airlift operation to transport other supplies and equipment that llama cannot transport.

(2) Llama operations

- (a) Llamas may be owned or leased. However, the Concessioner must use and care for the llamas per the Operating Plan's requirements whether it owns or leases the llamas.
- (b) Llamas the Concessioner used must be stabled outside of the Area and transported into the Area as needed. The Service may inspect the Concessioner's llama facilities and operations outside the Area at any time as part of the concession operations periodic evaluation.
- (c) The Concessioner will ensure that llamas used to support the Lodge operation are properly trained and receive adequate care.
- (d) Llama handlers the Concessioner hired to conduct llama pack trips will have the required knowledge and skills to manage these trips safely and humanely.
- (e) The Concessioner will ensure that its employees and visitors treat llamas properly and will not condone or tolerate cruelty.
- (f) The Concessioner will prepare a Llama Operations Plan (LOP) for the Service's approval within 120 calendar days of the Contract's effective date and will update this plan annually 60 calendar days before the llama operations start. At least this plan will address the following:
  - llama care,
  - llama packing operations,
  - safety practices,
  - resource protection, and
  - emergency procedures.
- (g) The Concessioner will use Trillium Gap Trail for its llama operations, unless the Service approves using other trails.

(3) Helicopter Operations

- (a) Under 36 C.F.R. § 2.17 (a) (3), the Superintendent must approve aircraft use and issue a permit for helicopter operations. After receiving the Concessioner's written request and an acceptable Helicopter Operations Plan (HOP), the Service will approve one annual spring airlift to transport basic supplies and equipment required for the Lodge operations. The Service may approve additional airlifts as required to support special projects or in special circumstances, but the Service will only approve one airlift for routine transportation of supplies and equipment. The Concessioner will submit this written request and the HOP no less than 60 calendar days before the proposed airlift date. The Service's approval for this airlift will include permission to use the LeConte Lodge Landing Zone (LZ) and a roadside LZ, normally the Oconaluftee Overlook, as a base of operations.

- (b) The HOP will describe the policies and procedures under which the airlift will be conducted. The HOP will, at least, address the following:
    - visitor safety, including traffic control,
    - resource protection procedures, including cargo retention and preventing fuel spills, and,
    - procedures that will minimize the impact of the airlift on normal visitor use through pre-positioning and pre-packaging of supplies and other practices.
  - (c) Operational airlift control will rest with LeConte Lodge, but the Service reserves the right to suspend or terminate the airlift if visitor safety or resource protection appears to be threatened. The Concessioner will contract with a qualified aircraft vendor for the helicopter, pilots, support personnel, and support equipment. The Concessioner will supervise and manage the airlift and provide qualified ground personnel. The Concessioner will provide traffic control on affected Area roads and follow OSHA 29 C.F.R. § 1926.200 (g) (2) and the Manual on Uniform Traffic Control Devices Millennium Edition. The Service will provide cones and barricades to control access to the LZ and will provide traffic signs for Concessioner's traffic control personnel use.
- (4) NPS and Partner Supply Assistance Requests
- (a) The Service may request the Concessioner's help with delivering supplies and equipment the Service requires for its operations and for projects that support the Lodge's operation. The Service's requests will be written. Organizations with formal commitments for backcountry maintenance, e.g., the Appalachian Trail Conservancy, may also request help with delivering supplies to backcountry locations. The Service authorizes delivery services, but they are separate and distinct from the Contract and not a requirement. The Service will authorize aerial delivery under an aerial delivery permit, if the Concessioner selects as its preferred method. The Service will compensate the Concessioner fairly for these services per a schedule that the Concessioner negotiated with the Service or another Organization. Delivery services to other parties require the Service's written authorization.

#### **K) Mt. LeConte Weather Observations**

- (1) A National Weather Service (NWS) weather observation station in the Concessioner's assigned Area. The Concessioner may collect weather observations for the NWS as part of the NWS network of volunteer weather observers. The NWS supplies the observation equipment and equipment shelter required to record observations.
  - (a) If the Concessioner elects to continue to collect weather observation data on a voluntarily for the NWS, the data is collected between 6:30 a.m. and 7:30 a.m. on a daily and year-round basis, and includes temperature (maximum, minimum, observed), precipitation (rainfall, snow), and observed conditions. The Concessioner communicates the information collected to the Park Communications Center by Area radio or cell phone. The Park Communications Center relays the collected data to the National Weather Service.
  - (b) During periods of extreme or unusual weather, the NWS or Service may request voluntary assistance from the Concessioner to collect and report additional weather observations.

#### **L) Winter Caretaker**

- (1) The Concessioner will hire a winter caretaker or caretakers to live at LeConte Lodge during the season when the Lodge is closed. The Concessioner will assign a winter caretaker or caretakers with the qualifications and training required to perform the duties satisfactorily described in this section of the Operating Plan.

- (a) The winter caretaker will perform winter maintenance and security of Lodge facilities.
  - (b) The caretaker will report emergencies that he or she knows about to the Communications Center and maintain vital communications pending a Park Ranger's arrival on the scene.
- (2) While the Lodge is closed during the period when the winter caretaker is on duty, the Service may ask the caretaker to provide shelter for day hikers and backpackers, especially during severe weather conditions. The Concessioner will give guidelines to the winter caretaker about when it is appropriate to give emergency shelter at the Lodge. The winter caretaker will advise the Park Communications Center whenever he or she gave hikers emergency shelter.
- (3) The winter caretaker will not provide lodging or food and beverage services to Area visitors during the closed season, except in emergencies as described above in paragraph (2). The Concessioner may accept Area visitors' payment for lodging, food and beverage provided emergency shelter. The Superintendent will approve the rate the Schedule of Approved Rates includes for emergency lodging and food and beverage.
- (4) The winter caretaker may collect daily weather observations and communicate these to the Park Communications Center.

#### **M) Interactions with Wildlife**

- (1) The Concessioner must operate in a way that minimizes adverse impacts on wildlife. Feeding wildlife is prohibited. The Concessioner, or its guests, may not leave food unattended in the Area. The Concessioner must educate employees and guests on these prohibitions.
- (2) The Concessioner must store all food items and other potential attractants in a way to prevent wildlife issues. All solid waste from the Concessioner's operation must be stored in bear-resistant containers of similar design used by the Area.
- (3) The Concessioner must ensure that its employees are familiar with the Area's Bear Management Guidelines. The Concessioner and its employees must report bear activity or other wildlife issues immediately to the Area Communications Center. Bear activity must also be promptly and accurately recorded on the appropriate form and routed to the Wildlife Biologist per Area protocols.

### **5) ENVIRONMENTAL MANAGEMENT**

#### **A) Environmental Management Program**

- (1) The Concessioner must develop, maintain, and implement a Concessioner Environmental Management Program (EMP) per Section 6 of the Contract. The Concessioner must submit its initial plan to the Service within 60 calendar days after the Contract's effective date and updates to the EMP annually thereafter by March 1 each year.

#### **B) Environmental Evaluations**

- (1) Area Environmental Management Evaluations. The Service will conduct environmental management evaluations as Section 4 E) (1) (e) in this Operating Plan outlines.
- (2) Service Environmental Audits. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe in the Environmental Audit Report specifies.

### **6) RISK MANAGEMENT PROGRAM**

#### **A) Risk Management Plan**

- (1) The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program (RMP) per the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program and NPS-48. The Concessioner must submit its initial

plan to the Service within 60 calendar days after the Contract's effective date and updates to the RMP annually thereafter by March 1 of each year. The Concessioner must update its Concessioner Risk Management Program to follow Applicable Laws.

The Concessioner Risk Management Program elements that must be addressed include:

- Policy written and available to staff,
- OSHA Qualified safety and health official designated (onsite),
- Annual Goals and Objectives have been established,
- Program administration requirements have been followed,
- Inspection schedule has been developed,
- Inspections conducted by person(s) trained and capable of recognizing and evaluating hazards,
- Inspection records kept for a minimum of three years,
- "Serious hazard" deficiencies abated, or action plans developed within time limits,
- "Non-serious hazard" deficiencies" abated or action plans developed within time limits,
- Documented plan for reporting and investigating employee and visitor accidents or incidents,
- All reportable accidents are being reported to the Service,
- Communication of activity-related hazards occurs,
- Communication of resource-related hazards occurs,
- Training planned and accomplished for supervisors,
- Training planned and accomplished for safety and health official(s),
- Training planned and accomplished for employees,
- Procedures are documented for all probable occurrences,
- Plans are coordinated with the Service,
- Plans are distributed to employees or posted conspicuously, and,
- Other unique risk management program requirements in contract are followed.

## **B) Emergency Response**

- (1) The Concessioner must give plans and procedures, equipment, and training to employees to respond to hazardous substances releases effectively to stop the release per 29 C.F.R. § 910.120(q)(6)(iii). The Concessioner must include these stand-alone plans as key parts of Concessioner's Risk Management and Environmental Management Programs. These plans include:

- (a) Emergency Action Plan
- (b) Emergency Response Plan
- (c) Spill Prevention Control and Countermeasure Plan.
- (d) The Concessioner must provide and maintain appropriate emergency response equipment.

## **7) PROTECTION AND EMERGENCY SERVICES**

### **A) Incident Reporting and Requests for Assistance**

- (1) The Concessioner must immediately contact the Park Communication Center via telephone (865-436-1294) or radio to request assistance and make the Service aware of any of the following type of incidents.

- (a) Any known or suspected criminal violations.
  - (b) Any structural fire or wildfire.
  - (c) Any employee or visitor deaths.
  - (d) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
  - (e) Any incidents that could result in a tort claim against the United States.
  - (f) Any property damage incident resulting in more than \$300 in damage.
  - (g) Any incident that affects the Area's natural or cultural resources (e.g., bears).
- (2) If the Concessioner is unable to contact the Park Communications Center immediately, the Concessioner must dial "911" to request help.

## **B) Law Enforcement**

- (1) Service
  - (a) The Service is primarily responsible for law enforcement and visitor protection in the Area.
- (2) Concessioner.
  - (a) The Concessioner may, ~~but is not required to,~~ employ private security personnel to protect the Concession Facilities. If the Concessioner elects to employ private security personnel, the Concessioner must notify the Service.
  - (b) 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 carry firearms.
  - (c) The Concessioner must secure buildings, equipment, and facilities under its control.
  - (d) The Concessioner must immediately report to the Service any observed legal violations.

## **C) Structural Fire Protection**

- (1) Service
  - (a) The Service is responsible for structural or wild land fire responses beyond the Concessioner's initial response.
- (2) Concessioner
  - (a) Fire prevention and protection must be primary considerations at all Concession Facilities. The Concessioner will ensure that Lodge employees are trained properly to handle initial response to structural fires, including use of fire suppression equipment like fire extinguishers in Concessioner's assigned area.
  - (b) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
  - (c) The Concessioner must ensure that all Concession Facilities meet federal, state, and local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained per Applicable Laws, including, but without limit to, National Fire Protection Association standards and National Park Service Resource manual 58 (RM-58) where feasible.
  - (d) The Concessioner must follow the Service Fire Suppression and Alarm System Control Program.

**D) Emergency Medical Care and Search and Rescue**

## (1) Service

- (a) The Service is responsible primarily for emergency medical care and search and rescue in the Area and will respond to emergencies timely as is practical, given the LeConte Lodge's remote backcountry location. Local EMS and Search and Rescue organizations help at the Service's request.

## (2) Concessioner

- (a) The Concessioner must give adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR in the assigned area and may assist the Service with the first response to incidents on access trails and other portions of Mt. LeConte's summit area.
- (b) All Concession employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
- (c) First Aid Supplies. The Concessioner must maintain basic first aid supplies at all Concession Facilities.
- (d) The Concessioner will have an Automated Electronic Defibrillator (AED) at LeConte Lodge in a central area accessible to all Lodge employees and will train employees how to use the AED properly. The Concessioner will assure that this AED is maintained per the manufacturer's specifications.
- (e) A cleared helicopter LZ is in the assigned area and the Concessioner must maintain it (see Maintenance Plan). The Concessioner may use the LZ to evacuate ill or injured persons by helicopters or during the Concessioner's helicopter airlift operations. The LZ is not for the Concessioner's exclusive use.
- (f) A Service-owned wheeled basket litter is stored at the Lodge to facilitate the evacuation of ill or injured persons on Mt. LeConte. The Concessioner may assist the Service at times by delivering this litter to where it is needed or providing personnel to assist with litter carries.
- (g) The Concessioner must help the Service by communicating with the Park Communications Center to request help and by providing timely and accurate information about emergencies.

**8) PUBLIC RELATIONS****A) Required Notices**

- (1) At all of the Concessioner cash registers and payment areas, the Concessioner must post the following notices prominently:

"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  
Great Smoky Mountains National Park  
107 Park Headquarters Road  
Gatlinburg, Tennessee 37738"

**B) Public Statements**

- (1) The Concessioner must refer all media inquiries about operations in the Area, questions about the Area, or concerning any incidents occurring in the Area to the Service. This includes all media interviews.

**C) Advertisements and Promotional Material****(1) Promotional Material**

- (a) Approval. The Concessioner must obtain Service approval of any promotional material before use or publication. This comprises all promotional material, including website information and social media.
- (b) Approval Process and Timeline. The Concessioner must submit all promotional media and changes to promotional media and layout to the Service for review at least 30 calendar days before projected need or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts in 15 calendar days. 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 well before to establish each project's specific time frames.
- (c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website. The Concessioner must include on its website a link to the Area's website. The Concessioner is encouraged to include in its website information about the Area's Resource Education themes and information about resource protection. The Concessioner must obtain approval for any such educational material.

**(2) Statements**

- (a) Advertisements must include a statement that the Service and the Department of the Interior authorized Concessioner to serve the public in Great Smoky Mountains National park.
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

**(3) Use of National Park Service Authorized Concessioner Mark (Mark)**

- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) Authorized Users. The Concessioner is authorized to use the Mark when the Contract begins per the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film, or other audio/visual medium), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels, and aircraft.
- (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs, and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.



- (e) Artwork, Layout and Use. The Concessioner must use official artwork the Service provides. Layout and use must be per the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

## **9) TRADEMARK MAINTENANCE, RENEWAL, AND USE APPROVALS**

### **A) Maintenance and Renewal**

#### (1) Service

- (a) The Service will track renewal and application dates for the United States and State of Tennessee Trademarks licensed to Concessioner per Amendment 1.
- (b) The Service will be responsible for the maintenance and renewal of the United States and State of Tennessee Trademarks licensed to the Concessioner per Amendment 1.
- (c) The Service will submit the required paperwork and pay applicable fees for maintenance and renewals of the United State and State of Tennessee Trademarks to the U.S. Patent and Trademark Office and State of Tennessee, Department of State respectively.
- (d) The Service will bill the Concessioner for the actual amount of fees paid by the Service for the maintenance and renewal of the United States Trademarks and the application and renewal of State of Tennessee Trademarks.
- (e) The Service will, within 30 calendar days of receipt of the same, provide the Concessioner with a copy of the notices from the U.S. Patent and Trademark Office and State of Tennessee, Department of State granting or acknowledging renewal or registration of the United States and State of Tennessee trademarks.

#### (2) Concessioner

- (a) The Concessioner will assist the Service in tracking maintenance, renewal, and application dates for the United States and State of Tennessee Trademarks licensed to the Concessioner per Amendment Number 1 to this contract (Amendment 1).
- (b) The Concessioner will provide the Service with a written reminder of upcoming renewal or application dates at least 60 calendar days before the applicable renewal or application dates for the United States and State of Tennessee Trademarks.
- (c) The Concessioner will reimburse the Service for the actual amount of fees paid by the Service for the maintenance and renewal of the United States Trademarks and the application and renewal of State of Tennessee Trademarks.

### **B) Approval for Use**

#### (1) Service

- (a) The Service will respond in writing within 20 business days of receipt of items and marketing and promotional materials submitted for approval. Failure to respond in a timely manner will be deemed approval.

#### (2) Concessioner

- (a) The Concessioner shall submit for the Superintendent's approval representative samples of any items sold or distributed including marketing and promotional materials, if applicable, bearing any of the Marks. These items will be submitted per the timeframes described below.

- (b) Initial Submittal: Before the execution of Amendment 1, The Concessioner submitted, and the Service approved a list of existing uses of the trademarks.
- (c) Subsequent Submittals: The Concessioner will submit new items for approval no later than 30 calendar days before the sale or use (NOTE: new items are items that differ substantially from those previously approved).

## 10) SERVICE SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

### A) General

- (1) The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate per the operating standards as defined in the Service's Concessioner Operational Performance Standards. The applicable Service standards, Rustic Lodging, Rustic Casual Food and Beverage, Guided Land Tour, and Retail (10-LGR, 10-FBR, 10-GLA, and 10-RET), can be found at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>, specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the applicable Service standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

### B) Lodging Accommodations

- (1) General Operating Standards
  - (a) Maximum occupancy. Maximum occupancy on any night will not exceed 60 guests and advance reservations will be limited to this number of guests.
  - (b) Minimum Guest Room Amenities
    - Bed with hotel quality mattress and foundation,
    - One pillow per guest,
    - Clean bed linens before guest check-in,
    - Chair and table,
    - Wash basin,
    - Water bucket,
    - Soap,
    - One drinking cup per room occupant,
    - Oil lamp and matches, and,
    - Propane space heater.
  - (c) Guest Room Visitor Information
    - The content and layout of the information card will be approved by the Superintendent.
    - Framed guest information card with important information for guests including: where to gain staff assistance; fire and emergency procedures; no smoking notice; food storage procedures; pack in – pack out policy; oil lamp and propane heater safety; meal times; point of interest and guest activity information; and, the following statement: "The National Park Service, Department of the Interior authorizes (Concessioner) to serve the public in Great Smoky Mountains National Park."
  - (d) Guest Room Security
    - Each guest room door and exterior door will have a working deadbolt lock (exterior key lock for staff emergency use only).
  - (e) Guest Room Cleanliness

- At least, each guest unit must be cleaned thoroughly with complete bed linens changed between stays. Fresh bed linens and soap must also be available upon request.
- (f) Minimum Public Restroom Amenities in Flush and Vault Toilets
  - Commode,
  - Toilet paper,
  - Waterless hand cleaner,
  - Trash can,
  - Separate can for disposal of personal hygiene products,
  - Poster with educational information about Area resources, and,
  - Deadbolt lock that can be secured from the interior.

### **C) Food and Beverage Service**

#### (1) General Operating Standards

- (a) Family style meals will be served to overnight lodging guests as part of an American plan lodging and meals package. Guests staying for one night will receive dinner and breakfast as part of the package price. Guests staying for more than one night will also receive lunch as part of the package price.
- (b) The Concessioner will offer a minimum of one primary dinner menu and three alternate dinner menus. Two of these three alternate dinner menus will provide for a different menu for guests staying more than one night. The third alternative dinner menu will provide a meatless option for guests requesting a vegetarian menu. The Concessioner will also have an alternative meal offering that is available upon request of the parents for children under 10 years old. The Concessioner will make a reasonable effort to provide special meal accommodations for guests with food allergies, if notified in advance by the reservation holder. Concessioner must meet minimum menu requirements, unless changes are the Service approved .

#### (2) Minimum Menu Requirements

- (a) Breakfast
  - Juice, tang, or similar product,
  - Two eggs,
  - Two slices - bacon, sausage links, or Canadian bacon,
  - Two pancakes, syrup,
  - Toast or biscuits, jam, or apple butter,
  - Hot cereal,
  - Hot and cold beverages, and,
  - Orange juice, tang, or similar product.
- (b) Lunch in dining room
  - Soup,
  - Sandwich or hot entrée,
  - Dessert (large cookie or another fresh baked item), and,
  - Hot and cold beverages.
- (c) Bag lunch
  - Sandwich,
  - Fresh or packaged fruit or trail mix,

- Dessert (cookies or similar item), and,
  - Packaged beverage – fruit drink, etc.
- (d) Dinner
- Beef, Chicken, or Fish Entrée,
  - Vegetarian entrée (upon request),
  - Soup,
  - Fruit appetizer,
  - Potato or pasta side,
  - Vegetable side,
  - Corn bread or biscuits, jam, or apple butter, and,
  - Dessert (large cookie or another fresh baked item).
- (e) Children's Meal Alternatives
- Peanut butter and jelly sandwich,
  - Grilled cheese sandwich, and,
  - Macaroni and Cheese.
- (f) Beverages (unlimited refills during meal hours)
- Coffee,
  - Hot tea,
  - Hot chocolate,
  - Cold flavored drink (lemonade, fruit punch, etc.),
  - Water, and,
  - Dairy and non-dairy whiteners, sugar, artificial sweetener.
- (g) Beverage and Bakery Item
- (h) The Concessioner will sell hot and cold beverages and baked snack items to all visitors to LeConte Lodge, whether overnight lodging guests or other visitors to the Lodge
- (i) Beverage and bakery service will be available, at least, between the hours of 1 p.m. and 4 p.m. daily. The Concessioner may limit any additional hours to avoid conflicts with meals and activities of overnight lodging guests.
- (3) Lunch service to visitors other than overnight guests
- (a) The Concessioner may sell lunch to visitors other than overnight guests as an authorized service. Lunch may be served in the dining room, or a bag lunch may be sold for the trail.
- (b) Lunches sold to visitors other than overnight guests will meet the same minimum menu requirements as apply to lunches for overnight guests. The Concessioner may require advance reservations for this meal service.
- (c) The Service may limit the number of lunches served to visitors other than overnight guests to minimize impacts on facilities and utility systems, and to avoid conflicts with the use of the facility by overnight guests.
- (4) Food Safety Certification
- (a) The Concessioner will have at least one full-time certified food safety manager. The manager will have a ServSafe Food Protection Manager certificate from the National Restaurant Association or an equivalent certification from a comparable organization.

- (5) Public Health
  - (a) All food preparation and dishwashing will conform to U.S. Public Health Code requirements.
- (6) Product Specifications
  - (a) To the degree possible, The Concessioner will purchase locally and regionally produced products.
  - (b) The Concessioner will follow these specific product specifications when purchasing products.
    - Dairy: Eggs Fresh USDA or State Grade "A"
    - Dry Stores: Grade "A" Fancy
    - Canned Goods: Grade "A" Fancy
- (7) Alcoholic Beverage Sales
  - (a) The Concessioner will follow applicable State laws and regulations including State alcoholic beverage license and staff training requirements.
  - (b) Alcoholic beverage service limited to wine will be available with dinner service and only to overnight lodging guests.
  - (c) Alcoholic beverage sales will not be available to visitors other than overnight lodging guests.
  - (d) Alcoholic beverage sales will not be available outside of regular dinner service hours.

#### **D) Shuttle Service**

##### (1) Ground Transportation Plan

The Concessioner will develop and implement a ground transportation plan satisfactory to the Service for the purpose of transporting visitors from the local area to the multiple trailheads which provide access to LeConte Lodge. The plan will specify a transportation schedule with the types of vehicles used to perform the service. The plan will assure that the visitor experience reflects the purpose and significance of the Area, including, but not limited to, the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance. The plan should also integrate pollution prevention and waste-reduction objectives and strategies for visitor experience and vehicle maintenance. This plan will be submitted within 90 calendar days of the effective date of this Contract and will be updated annually by January 15.

#### **E) Retail**

##### (1) Merchandise Plan

The Concessioner will develop and implement a merchandise plan satisfactory to the Service that will assure that gift merchandise reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance. The plan should also integrate pollution prevention and waste-reduction objectives and strategies for merchandise and packaging. This plan will be submitted within 90 calendar days of the effective date of this Contract and will be updated annually by January 15.

##### (2) Merchandise

- (a) Merchandise must be available at a range of prices.
- (b) The Concessioner will give priority consideration to sale items that foster awareness, understanding, and appreciation of the Area and its resources and that interprets those resources.

- (c) Theme-related merchandise manufactured or handcrafted in the United States—particularly in the Area’s geographic vicinity—will be encouraged.
  - (d) Articles which might be considered obscene, sexually oriented, suggestive, indecent, blasphemous, profane, vulgar or in ridicule of established institutions, cultures, and customs or reflect a lack of concern with the environment are prohibited.
  - (e) The Concessioner will submit a list and description of proposed merchandise items for approval by the Superintendent within 90 calendar days of the effective date of this Contract and no later than September 1 annually or as part of rate approval requests, whichever occurs first. The Superintendent may require the Concessioner to submit a sample or photographs of any items before approving these items.
- (3) Tagging
- (a) Where possible and appropriate, informative tags will be attached to the sales item to show their relationship to Area themes. Items of interpretive value and general value in environmental and cultural education will be prominently displayed.
- (4) Gifts and Souvenirs
- (a) The Concessioner will sell limited gifts and souvenirs at LeConte Lodge.
  - (b) Gift and souvenir items will follow the Park Merchandise and Souvenir Guidelines, if applicable, and the Concessioner’s merchandise plan that has been the Service approved.
- (5) Sales Outside the Area
- (a) The Concessioner may sell Area related merchandise by mail order or through its web site.
  - (b) All Area related merchandise sold by mail order or identified on the web is required to meet the same requirement as merchandise provided in gift shops.
  - (c) The Superintendent must approve before posting or publishing any Concessioner web sites, catalogs, or brochures reflecting Area related merchandise, to assure items are consistent to Area themes and meet NPS merchandise standards.
  - (d) Sales of Area related merchandise on web sites or sold through the mail must be included as part of the Concessioner’s gross receipts.
- (6) Educational Sales Items
- (a) The Concessioner will offer for sale at LeConte Lodge a selection of educational publications about Mt. LeConte or Area resources and history.
  - (b) The Service may require the Concessioner to sell up to five educational items produced by the Great Smoky Mountains Association that the Service considers to be core educational items that should be available to the public at the Lodge. The Service will provide an initial list of these core items to the Concessioner within 60 calendar days following the effective date of this Contract and will provide an updated list, if applicable, by June 1 each year during the term of this Contract.
  - (c) The Concessioner may also offer educational items for sale to guests on a mail order basis; receipts from mail order sales will be included in Concessioner gross receipts.
- (7) Convenience Item Sales
- (a) The Concessioner will sell merchandise and packaged snack items to overnight Lodge guests and other visitors to the Lodge.

#### **F) Souvenir Photographs**

- (1) The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate per the operating standards as defined in the Service’s Concessioner Operational Performance Standards. The souvenir photograph operation will meet

the Retail Service standard (10-RET), which can be found at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm> and specifies the minimum operating standards that the Concessioner must meet in providing the required service under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the applicable Service standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

(2) General Requirements

- (a) The Concessioner may sell souvenir photographs of Lodge visitors as an authorized, but not required, service.
- (b) Lodge visitors will be photographed for the purpose of selling a souvenir photograph only at the explicit request of the visitor. Lodge visitors may not be routinely photographed as part of their Lodge visit with the intent of marketing the photographs after the fact.
- (c) The Concessioner must submit a written description of any proposed souvenir photograph opportunity for approval by the Service before offering this service. The Service will review the proposed marketing approach.
- (d) Souvenir photographs must not be staged or taken in a manner that might suggest that visitors are engaged in any inappropriate or unsafe activities during their visit.

## 11) UTILITIES

### A) Service Responsibility

- (1) The Service will provide water and sewer services to the Concessioner's assigned facilities from Service-owned water and sewer facilities.
- (2) The Service will not charge the Concessioner a fee for water or sewer services.

### B) Concessioner Responsibility

- (1) The Concessioner is responsible for the operation, repair, and maintenance of the water and sewer facilities.
- (2) The Concessioner is responsible for providing propane gas for light, heat, and cooking.
- (3) The Concessioner is responsible for providing kerosene for lighting.
- (4) The Concessioner is responsible for producing limited electrical power for charging batteries and operating small appliances through solar voltaic collectors and small generator located on site.
- (5) The Concessioner is responsible for providing cellular telephones and/or radios as required to provide operational communications between the Lodge, the Concessioner's office outside the Area, and the Park Communications Center.

## 12) REPORTING REQUIREMENTS

### A) Concessioner Operational Reports

- (1) The Concessioner must provide the Service all supporting documentation for all operational reports upon request.
  - (a) Incident Reports. For any incidents of the following type that occur within the Concession Facilities or relate to the Concessioner's operations in the Area, the Concessioner must include a summary of each incident in the Monthly Contract Monitoring Report. In addition, for any employee or visitor accidents or incidents, the Concessioner must complete a report documenting the Concessioner's investigation of the incident and any corrective action taken or planned. The Concessioner must provide a copy of these written reports to the Service upon

- request. This requirement is in addition to the requirement in Section 7) A) above to immediately report incidents of the following types to the Service.
- (b) Any known or suspected criminal violations.
  - (c) Any structural fire or wildfire.
  - (d) Any employee or visitor deaths.
  - (e) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
  - (f) Any incidents that could result in a tort claim against the United States.
  - (g) Any property damage incident resulting in more than \$300 in damage.
  - (h) Any motor vehicle accident or damage to a motor vehicle involving an employee or employee's vehicle.
  - (i) Any incident that affects the Area's natural or cultural resources.
- (2) Annual Incident Summary. For all incidents meeting the criteria listed in Section (1) above, the Concessioner must submit to the Service by January 15 a summary of incidents for the preceding calendar year. This summary must include, at least, the following information:
- (a) Date of incident
  - (b) Name of involved person(s)
  - (c) Nature of incident
  - (d) Type of injury or property damage
  - (e) Employee lost days
- (3) Human Illness Reporting. The Concessioner must immediately report to the Service any suspected outbreak of human illness, whether employees or guests. 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 EPA and the regulations of the appropriate state agency (North Carolina Department of Environment and Natural Resources). In addition, the Concessioner must immediately report any spill to the Service by calling the Park Communication Center (865-436-9171).

## **B) Monthly Contract Monitoring Reports**

- (1) By the 15th of each month following an operating month, Concessioner must submit to the Service a Monthly Contract Monitoring Report for the previous month that includes the following information and any other information requested by the Service:
- (a) The number of reservations
  - (b) Number of actual overnight guests
  - (c) Number of no shows
  - (d) Number of actual overnight stays
  - (e) Number of lunches provided for day users
  - (f) Number of lunches provided for overnight guests
  - (g) Number of baked goods sold
  - (h) Number of beverages sold
  - (i) Days closed due to weather
  - (j) Significant visitor comments or complaints
  - (k) Accidents or incidents, as defined in Section 12) A) (1) above
  - (l) Gross receipts
  - (m) Franchise fees paid



(n) Maintenance reserve allocation paid

### C) Franchise Fee Payment Documentation

- (1) By the 15th of each month in which a franchise fee deposit is made, the Concessioner must submit to the Service documentation for franchise fee deposits made for the preceding month. Reporting documentation must include a copy of the Payment Voucher form or, if an electronic payment was made, the wire transfer confirmation form identifying the account, amount transferred, and date of transfer.

### D) 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	Reference
Lost and Found Policy	Initial	Within 60 days after the Contract's effective date	Operating Plan, Sec. 3 F),(5)
Environmental Management Program	Initial	Within 60 days after the Contract's effective date	Contract, Sec. 6 (b)(1); Operating Plan, Sec. 4 A) (1)
Balance Sheet	Initial	Within 90 days after effective date of the Contract	Contract, Sec. 14 (c)
Risk Management Plan	Initial/ Annually	Within 60 days after the Contract's effective date	Contract, Sec. 3 (c); Operating Plan, Sec. 5 A)
Employee Training Manual	Initial	Within 60 days after the Contract's effective date	Operating Plan, Sec. 3 G),(4),(a)
Ground Transportation Plan	Initial	Within 90 days after the Contract's effective date	Operating Plan, Sec. 9 D),(1)
Merchandise Plan	Initial	Within 90 days after the Contract's effective date	Operating Plan, Sec. 9 E),(1)
Merchandise Item List and Description	Initial	Within 90 days of effective date of contract	Operating Plan, Sec. 9 E),(2)(e)
Reservation and Refund Policy	Initial	Within 120 days of effective date of contract, and 30 days before implementing any changes	Operating Plan, Sec. 4 D),(1)(f)
Management Listing	Annually	No later than March 1	Operating Plan, Sec. 2 A),(2)
Environmental Management Program	Updates	No later than March 1	Contract, Sec. 6 (b)(1); Operating Plan, Sec. 4 A) (1)
Risk Management Plan	Updates	No later than March 1	Contract, Sec. 3 (c); Operating Plan, Sec. 5 A)

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 14 (b),(1)
Schedule of Operation	Annually	No later than September 1	Operating Plan, Sec. 3 A),(2),(a)
Rate Approvals	Annually	No later than July 1	Operating Plan, Sec. 3 B), (2),(a)
Ground Transportation Plan	Updates	No later than January 15	Operating Plan, Sec. 9 D),(1)
Merchandise Plan	Updates	No later than January 15	Operating Plan, Sec. 9 E),(1)
Merchandise Item List and Description	Annually	No later than September 1	Operating Plan, Sec. 9 E),(2)(e)
Certificates of Insurance	Annually	No later than March 1	Contract, Sec. 15 (a)
Annual Incident Summary	Annually	No later than January 15	Operating Plan, Sec. 11 A),(3)
Fire Safety Inspection Report	Annually	No later than May 1	Operating Plan, Sec. 6 C),(2)(c)
Helicopter Operations Plan	Annually	No less than 60 days before the proposed airlift date	Operating Plan, Sec. 3 J),(3)(a)
Llama Operations Plan	Annually	No less than 60 days before the proposed start of llama operations	Operating Plan, Sec. 3 J),(2)(f)
Franchise Fee	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation	Contract, Sec. 11 (b),(1)
Franchise Fee Payment Documentation	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation	Operating Plan, Sec. 11 c)(1)
Monthly Contract Monitoring Report	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation	Operating Plan, Sec. 11 (b)
Visitor Comments	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation (with Monthly Contract Monitoring Report)	Operating Plan, Sec. 3 F),6(d)
Incident Reports	Monthly	By the 15 <sup>th</sup> day after the last day of each month of operation (with Monthly Contract Monitoring Report)	Operating Plan, Sec. 11 A),(2)
Management Listing	As Necessary	Within 14 days after any change	Operating Plan, Sec. 2 A),(2)

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Rate Approvals	As Necessary	At least 90 days in advance of intended effective date	Operating Plan, Sec. 3 B), (2),(a)
Promotional Material	As Necessary	At least 30 days before projected need	Operating Plan, Sec. 7 C),(1)(b)
Visitor Complaint Investigation/Response	As Necessary	Within 14 days after receipt	Operating Plan, Sec. 3 F),(6),(b)
Visitor Complaints Re. Misconduct, Safety, Resources	As Necessary	Within 24 hours after receipt	Operating Plan, Sec. 3 F),(6),(b)
Customer Satisfaction Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 3 F),(6),(d)
Lost and Found Policy	As Necessary	Within 30 days of changes	Operating Plan, Sec. 3 F),(5)
Uniform Approval	As Necessary	At least 60 days in advance of purchase	Operating Plan, Sec. 3 G),(1)
Employee Training Manual	Initial	Within 30 days of any changes	Operating Plan, Sec. 3 G),(4),(a)
Certificates of Insurance	Changes	Within 30 days of any changes or renewals	Contract, Sec. 15 (a)
Approval for use of trademarks	Changes	At least 30 days before use of trademark	Operating Plan, Sec. 8 B),(2)
Trademark renewal reminders	As Necessary	At least 60 days before date for renewal	Operating Plan, Sec. 8 A),(2),(b)

**Effective** \_\_\_\_\_