

**Exhibit B
Operating and Maintenance Plan**

1. Introduction

The Operating and Maintenance Plan between INSERT NAME (“Concessionaire”) and the State describes specific operating and maintenance requirements of the Concessionaire and State with regard to those facilities that are assigned under the Contract. These requirements shall form the basis of the semi-annual inspections performed by State. State shall review this plan annually and have the opportunity to revise elements as they determine necessary. All revisions will be consistent with the main body of the Contract.

OPERATING PLAN COMPONENTS

2. General Contract Responsibilities

2.1. Concessionaire

2.1.1. The Concessionaire shall designate an Alliance Director who has the authority to:

- 2.1.1.1. Operate and manage the contract services within the land area and facilities assigned under this Contract.
- 2.1.1.2. Employ staff to fulfill the contractual requirements.
- 2.1.1.3. Act as a liaison between the Concessionaire and State for all issues related to the Contract.
- 2.1.1.4. The Concessionaire shall designate an “acting” Alliance Director in the absence of the Alliance Director.
- 2.1.1.5. Each Park shall have a designated Concessionaire Park Manager responsible for the oversight of the Park operations.

2.2. State

2.2.1. State shall designate a Contract Director and Contract Management Team responsible for oversight of all Park operations and concession operations. This includes:

- 2.2.1.1. Evaluation and inspection of Concessionaire contract services.
- 2.2.1.2. Review and approval of the elements within the Operating Plan.

3. Scope of Operations

3.1. The Concessionaire shall provide the services outlined in the Contract on a year round basis. Some of the facilities may reduce seasons seasonally.

3.2. Annual Hours of Operation (To Be Completed Upon Contract Award)

Facility	Season	Hours

3.2.1. The Concessionaire shall work with State to adapt hours if needed to meet increased visitor demand. State requests for extension of operating hours shall take into consideration a balance between opportunities to service visitors and impact on Concessionaires operating expenses.

3.3. Daily Hours of Operations

3.3.1. On an annual basis the Concessionaire shall provide to State a detailed schedule of daily operating hours, for each service the Concessionaire will provide under this Contract.

4. Customer Service Standards

4.1. The Concessionaire shall establish a clearly defined customer service standard. All actions by concession staff should reflect a desire to fulfill a high-level quality service obligation to visitors. All points of visitor contact, whether in person, over the telephone, in writing, or by any other

46 means, shall convey a respectful, courteous, and service-oriented impression to the visitor.
47 Concession management staff shall respond quickly to any conflicts, disputes, or concerns
48 expressed by the visiting public, and shall seek to represent the State in a positive, professional
49 and courteous manner at all times.

50 4.2. It is the responsibility of the Concessionaire to monitor and be responsive to feedback received
51 from visitors. It is particularly important that complaints be dealt with expeditiously, and at the
52 most local level possible. The assigned Concessionaire Park Manager shall be responsible for
53 handling ordinary complaints, and demonstrate to the Contract Director that issues are being
54 resolved in a timely and satisfactory manner.

55 4.3. It shall be the responsibility of the Concessionaire to make sure the Concessionaires rules are
56 clearly known and understood by visitors, and also to set the standard for the manner in which
57 they are enforced. The approach shall be to use education and information to gain voluntary rules
58 compliance from visitors. This approach shall assume that visitors do not intentionally break the
59 rules, but are simply not aware of the rules.

60 4.4. Any visitor-related incidents that escalate to a need for a higher level of enforcement authority
61 will be referred to the appropriate level of enforcement authority among park staff, or referred to
62 a responsive law enforcement agency as soon as it should become necessary. All such incidents
63 are documented on an incident report completed by the Concessionaire ParkManager. Reports
64 shall be shared with the Contract Director within 24 hours of any such incident.

65 **5. Reserved**

66 **6. Rates**

67 6.1. On an annual basis, no later than ninety days (90) prior to the end of each Contract year, the
68 Concessionaire shall provide to State a listing of rates that they will be using for all their services
69 and facilities for the next year as well as their discounting policies. Included in their rate submittal
70 will be information regarding how the rates are not more than other recreational facilities in the
71 area.

72 6.2. The Concessionaire is responsible for ensuring that its employees observe a strict impartiality as
73 to rates and services in all circumstances. The Concessionaire shall comply with all Applicable
74 Laws relating to nondiscrimination in providing visitor services to the public. '

75 6.3. The Concessionaire may grant complimentary or reduced rates under such circumstances as are
76 customary in businesses of the character conducted under this Contract. However, State reserves
77 the right to review and modify the Concessionaire's complimentary or reduced rate policies and
78 practices.

79 6.4. The Concessionaire will provide State employees conducting official business reduced rates for
80 lodging, essential transportation, and other specified services necessary for conducting official
81 business. Complimentary or reduced rates and charges may be provided to State employees not
82 conducting official business based on a discount policy developed by the Concessionaire and
83 approved by the State, except to the extent that they are equally available to the general public.

84 6.5. The Concessionaire shall establish refund policies that incorporate high quality visitor service
85 standards and are provided in a fair and expeditious manner.

86 **7. Facilities and Service Payment Methods**

87 7.1. The Concessionaire shall accept credit and debit cards as well as cash as forms of payment.

88 7.2. The Concessionaire shall provide cash register receipts for all retail sales transactions and shall
89 post a notice to that effect in convenient view of visitors.

90 7.3. The Concessionaire shall install a cash control system or point of sale equipment, which shall
91 record all sales by stock keeping unit (SKU).

92 7.4. All cash registers should be equipped with sales totalizer counters for all sales categories in which
93 the counters are locked in, constantly accumulating, and which cannot be reset.

- 94 7.5. Cash registers should further contain data for which sales details are imprinted. Beginning and
95 ending sales totalizer counter readings shall be recorded daily.
- 96 7.6. State reserves the right to request copies of the transaction registers at any time.
- 97 7.7. The payment methods shall be PCI Compliance.

98 8. Human Resources

99 8.1. Management Point of Contacts

- 100 8.1.1. On an annual basis the Concessionaire shall provide to State a listing of the names, titles
101 and contact information of the Alliance Director, Concessionaire Park Manager, and all
102 other management staff overseeing and assigned to the operation.
- 103 8.1.2. If the Concessionaire intends to replace the Concessionaire Park Manager or the Golf
104 Course Superintendent, the State shall be informed of the proposed replacement prior to
105 hiring. The qualifications and skill levels shall be equal to those originally proposed in the
106 selected RFQ. Any staff proposed for this position with lesser qualifications shall require an
107 explanation.

108 8.2. Experience

- 109 8.2.1. On-site management staff shall possess a sufficient level of experience and professional
110 expertise so as to ensure a high-quality operation.

111 8.3. Employee Identification

- 112 8.3.1. The Concessionaire shall establish a method to indicate that personnel are staff of the
113 operation. Staff shall wear identifiable uniforms including a name badge so they are well
114 distinguishable as concession employees. Employee staff uniforms should be of a color and
115 nature that support the theme and feel of the Park.
- 116 8.3.2. The Concessionaire shall develop procedures to ensure that once employees are terminated
117 they no longer have access to the form of identification.

118 8.4. Employee Code of Conduct

- 119 8.4.1. Within sixty (60) days after the contract effective date, the Concessionaire shall develop
120 and share with State a detailed code of conduct for the operator's employees, including how
121 the employees will adhere to the Concessionaire's standards for appearance, customer
122 service, conduct while on the park, representation of the ASP, and compliance with all laws
123 and regulations. Include a provision for what measures will be implemented in the event an
124 employee breaches the code of conduct.

125 8.5. Employee Hiring Procedures

- 126 8.5.1. Concessionaire shall hire a sufficient number of staff to ensure consistent, high quality
127 visitor services and facility maintenance throughout the operating season.
- 128 8.5.2. The Concessionaire shall establish hiring procedures that include appropriate background
129 checks or applicants for employment. This factor shall be advertised in all hiring
130 announcements. Background checks shall be required to be performed every five years for
131 returning employees.
- 132 8.5.3. If the Concessionaire identifies through the updated background check that there is an
133 active warrant or registration as a sexual or violent offender, they shall immediately notify
134 the Contract Director.

135 8.6. Staff Training and Orientation

- 136 8.6.1. The Concessionaire will be required to provide an employee handbook to all employees that
137 identify policies and regulations of the Concessionaire and the State. Within ninety (90)
138 days after the contract effective date, a copy of the employee handbook shall be provided
139 to State. Any updates to the handbook will be sent to State with identification of items that
140 have been updated. The code of conduct mentioned in 8.4 above should be included in the
141 employee handbook.

142 8.6.2. All Concessionaire employees assigned to the operation shall be sufficiently trained to
143 perform their assigned tasks in a safe and competent manner. At minimum employees shall
144 be trained in Customer Service, Resource Management, Safety, Interpretation of Park
145 Resources; Sanitation and General Orientation to the local area.

146 8.6.3. On an annual basis, the Concessionaire shall provide to State a description of the specific
147 training courses that assigned employees will complete, the timing and frequency of when
148 training is provided and processes for documenting staff completion of training.

149 8.6.4. The Concessionaire shall ensure that all employees meet all applicable local and State
150 health standards and requirements.

151 **8.7. Vehicle Operation Licenses**

152 8.7.1. Employees driving concession vehicles shall have the valid operator’s license for the size
153 and class of vehicles driven.

154 **9. Evaluations/Inspections**

155 9.1. States shall evaluate the Concessionaire surrounding issues related to:

156 9.1.1. Contract Compliance

157 9.1.2. Facility Condition

158 9.1.3. Visitor Satisfaction

159 9.1.4. Operational Performance

160 9.1.5. Operational Service and Maintenance Requirements

161 **9.2. Evaluation/Inspection Methods**

162 9.2.1. The Concessionaire shall establish methods to ensure that they can comply with the
163 consistent delivery of high quality customer service. Within 60 days after the contract
164 effective date, the Concessionaire shall provide to State the evaluation tools and
165 performance monitoring methods that will be employed to ensure the above mentioned
166 areas are evaluated. The State reserves the right to make adjustments to the evaluation tool
167 and performance monitoring methods.

168 **10. Signage**

169 10.1. The Concessionaire shall be permitted to develop signage to assist visitors in
170 understanding services provided. All Park signage shall be reviewed and approved by the State.
171 Any signage shall be held to the same quality standards and propriety as State maintains through
172 the park.

173 **11. Required Notices**

174 11.1. The Concessionaire shall post the following notice at all cash registers and payment
175 transaction locations:

176 11.1.1. This service is provided by INSERT CONCESSIONAIRE NAME, a Concessionaire
177 under contract with State. The Concessionaire is responsible for conducting operations.

178 Please address any comments to:

- 179 • INSERT CONTRACT DIRECTOR:
- 180 • INSERT PARK NAME
- 181 • INSERT PARK ADDRESS
- 182 • INSERT CONTRACT DIRECTOR EMAIL

183 **12. Advertising and Promotion**

184 12.1. The Concessionaire shall use a high level of professional discretion in all forms of
185 advertising, marketing and promotions. Tennessee State Parks is a family-friendly public agency;
186 therefore all promotional materials should be appropriate for all ages. The Concessionaire’s
187 marketing and advertising should support the mission of Tennessee State Parks and the specific
188 purpose and unique qualities of the park. Offensive or poorly designed promotions shall be
189 discontinued immediately if deemed inappropriate by the State. Advertising and promotion

shall include language that states that the Concessionaire is operated under a contract with State. The use of the park name, park logo, Tennessee State Parks name, and TDEC logo are by permission only and should adhere to the TSP Brand Identity guidelines. All advertising, promotions, and marketing efforts shall be in compliance with Applicable Laws, including civil rights standards.

13. Community and Friends Group Engagement

13.1. The Concessionaire shall be responsible for supporting State and its partners to provide community and friend's group support and engagement. Each park has provided a listing of current events that State would at a minimum desire to continue to support. On an annual basis, the Concessionaire and State shall review said listing of events and identify the level of support that shall be provided. While the type of special events can change over the course of the Contract, State shall require that the minimum number of events initially outlined shall be maintained.

14. Risk Management

14.1. The Concessionaire is responsible for providing a safe and healthy environment for its employees and visitors. To ensure that this occurs, the Concessionaire shall be responsible for ensuring the following inspections and plans are in place. State has the right at any time to review the process, procedures and compliance with these risk management areas.

14.2. Hazard Mitigation and Safety Inspections

14.2.1. The Concessionaire shall perform detailed safety inspections at least annually, documenting the inspection results in a pre-approved format, and presenting the documented findings to the Contract Director annually. Additionally, a hazard prevention, safety and health inspection shall be conducted prior to the high-visitation season(s). All safety and health issues should be thoroughly documented, and needed corrective actions implemented to mitigate them as quickly as possible.

14.3. Emergency Response Plan

14.3.1. The Concessionaire shall submit a plan, and update it annually, identifying specific emergency response procedures with input from park management for incidents occurring in the contract area in the following categories:

14.3.1.1. Medical

14.3.1.2. Fire

14.3.1.3. Rules Compliance/Law Enforcement

14.3.1.4. Weather Emergencies

14.3.2. The emergency response plan shall include evacuation procedures for guests and employees as well as procedures for safeguarding valuables.

14.3.3. The emergency response plan shall include the identification of the chain of communication and command.

14.3.4. The emergency response plan shall indicate the levels of emergency response training staff have received, and a process for evaluating emergency responses after the required reporting has taken place.

14.3.5. Concession staff shall demonstrate professionalism in all emergency responses, and comply with Agency policies, and local procedures established by the State.

14.4. Security Procedures

14.4.1. The Concessionaire shall be responsible for securing its own personal property, as well as any real or personal property, placed into the care of the Concessionaire for the purposes of performing the Concessionaire's responsibilities under the contract. The specific procedures for the safeguarding and security of all such property shall be established, in writing, by the concessionaire. Procedures shall be made available for review by the State upon request.

14.5. Acknowledgement of Risk

239 14.5.1. The Concessionaire shall develop for State review a “Visitors Acknowledgement of Risk
240 and Liability” form to be signed by visitors when they use or participate in services that
241 involve a higher than standard degree of risk or liability. On an annual basis, the listing of
242 activities which shall qualify under this category shall be identified and discussed.

243 14.6. Risk Prevention

244 14.6.1. As a minimum standard, concession staff shall watch for and seek to prevent the following
245 hazards in the contract area:

246 14.6.1.1. Excessive concentrations of bees, hornets, wasps, ants, and other insects.

247 14.6.1.2. Slippery floors in restrooms and other structures.

248 14.6.1.3. Protruding nails, bolts, wire ends, splinters, etc. on fences, buildings, table seats or
249 other improvements.

250 14.6.1.4. Loose traffic barriers.

251 14.6.1.5. Hazards on docks, and other water-based resources.

252 14.6.1.6. Missing or damaged navigational aids or buoys.

253 14.6.1.7. Toxic plants.

254 14.6.1.8. Broken glass or sharp fragments of metal or plastic.

255 14.6.1.9. Unsanitary conditions, such as unauthorized effluent dumping, etc.

256 14.6.1.10. Hazards and objects on walkways, paths, and trails.

257 14.6.2. When risk conditions are identified, concession staff shall implement the following steps:

258 14.6.2.1. Inform all persons who are at imminent risk.

259 14.6.2.2. Take all prudent and necessary actions to protect the public.

260 14.6.2.3. Immediately report the hazard to any other employee(s) that may be affected, or
261 who may be able to help remedy the hazard.

262 14.6.2.4. Remedy the hazard risk as feasible, and document the action taken.

263 14.7. Hazardous Materials Storage

264 14.7.1. Concession staff may need to store small amounts of materials such as fuel for equipment,
265 paints, pesticides, herbicides and cleaning/disinfecting products on the park. Materials stored
266 within the contract area shall be stored in designated hazardous materials sheds or approved
267 storage facilities. In all cases, care will be taken to store all potentially hazardous materials in
268 an approved and properly ventilated facility.

269 14.7.2. MSDA information on all hazardous material shall be maintained on file with each
270 Concessionaire Park Manager

271 14.8. Vehicle and Equipment Safety

272 14.8.1. Vehicles and Equipment will be in compliance with State and Federal safety standards.
273 This applies to all vehicles, vessels and equipment used by the Concessionaire for its
274 operations, as well as for vehicles, vessels and equipment used as rental equipment for
275 visitors. Additionally, all concession-owned vehicles, vessels and equipment shall be clearly
276 identifiable as belonging to or associated with concession operations.

277 14.9. Fire Prevention and Protection

278 14.9.1. The Concession Site Manager shall have a close working relationship with the Park
279 Manager, and the fire district that has the most immediate response jurisdiction for the park.
280 Prevention efforts should be carefully coordinated with the district. At a minimum, the
281 concession operator should have:

282 14.9.1.1. Clear procedures for the notification of the responding district(s)

283 14.9.1.2. Adequate emergency communications

284 14.9.1.3. A current list of Emergency Phone Numbers

285 14.9.1.4. Basic fire equipment & proper storage of equipment

286 14.9.1.5. An evacuation plan that has been coordinated with the Park Manager, and local fire
287 and law enforcement agencies

288 14.9.1.6. Regular training and review of procedures with park staff

289 14.9.1.7. An emergency equipment maintenance schedule

290 14.10. Accessibility Guidelines and Compliance

291 14.10.1. Current Federal and State of Tennessee regulations pertaining to ADA/ABA
292 Accessibility Guidelines shall be integrated into concession operations. Concession
293 management staff shall ensure effective communication with all visitors with disabilities,
294 including persons with impaired vision or hearing, so that all visitors may be adequately
295 informed about accessible services, activities, and facilities within the contract area.

296 14.11. Incident Management, Documentation

297 14.11.1. An incident report should be used by the Concessionaire to document and record any
298 occurrence that is out of the ordinary (typically related to law enforcement or risk
299 management), or which may involve the need for follow-up at a later time. Typical examples
300 of incident report types include accidents, injuries (or deaths), theft, vandalism, natural
301 disaster, all 911 calls to emergency services agencies, property damage, and any incident that
302 may involve an insurance carrier (i.e. civil liability). If in doubt, the Concessionaire should
303 write the report. Such reports are to be shared with park management staff within 24 hours.

304 **15. Operational and Financial Reporting**

305 15.1. Operational Reports

306 15.1.1. Management Listing: including name, email and cell and land line information for all
307 management staff. This listing shall be provided on an annual basis and updated as changes
308 occur.

309 15.1.2. Staff listing: listing of all Concessionaire staff and identification information. Updated
310 quarterly. Vehicle Listing Report: including listing of all vehicles used by the Concessionaire

311 15.1.3. Annual Rate Report providing listing of all established rates

312 15.1.4. Incident Reports: As occurred

313 15.1.5. Hazard Mitigation and Safety Inspection Annual summary report

314 15.1.6. Emergency Response Plan

315 15.1.7. Annual Staff Training Calendar

316 15.1.8. Visitor Usage Reporting shall be provided on a monthly and annual basis. The following
317 is the data requested by land use.

318 15.1.8.1. Overnight Accommodations (e.g. lodging and cabins, etc.)

319 15.1.8.1.1. Rooms available

320 15.1.8.1.2. Rooms occupied

321 15.1.8.1.3. Total rooms revenue

322 15.1.8.1.4. Average daily room rate

323 15.1.8.2. Food and Beverage

324 15.1.8.2.1. Number of covers by outlet by meal period

325 15.1.8.2.2. Total food and beverage revenue

326 15.1.8.2.3. If banquet space exists, documentation of # of functions, function size and
327 total revenue by function

328 15.1.8.3. Retail/Merchandise

329 15.1.8.3.1. Number of transactions by outlet

330 15.1.8.3.2. Total revenue by outlet

331 15.1.8.4. Marina Operations

332 15.1.8.4.1. Number of wet/dry storage slips available

333 15.1.8.4.2. Number of wet/dry storage slips occupied

334 15.1.8.4.3. Total marina slip revenue by revenue source

335 15.1.8.5. Tour Operations

336 15.1.8.5.1. Number of available tour seats

- 337 15.1.8.5.2. Number of occupied tour seats
338 15.1.8.5.3. Total tour revenue
339 15.1.8.6. Rental Operations
340 15.1.8.6.1. Number of available rental items by type
341 15.1.8.6.2. Usage of rental items by type
342 15.1.8.6.3. Total rental revenue.
343 15.1.8.7. Golf Operations
344 15.1.8.7.1. Number of rounds by type
345 15.1.8.7.2. Number of cart rentals
346 15.1.8.7.3. Revenue per round
347 15.1.8.7.4. Number of golf tournaments and attendance
348 15.2. Financial Reports
349 15.2.1. Monthly Concession Fee Payment: due within fifteen (15) calendar days after the end of
350 the month.
351 15.2.2. Monthly Adjusted Gross Receipts: submitted with the monthly concession fee payment.
352 15.2.3. Concessionaire Financial Statement Report: submitted no later than September 30th of each
353 year. This report shall be audited by an independent Certified Public Accountant. The
354 income Statement shall be organized using the uniform system of accounts for each asset
355 type. (i.e. lodging, Uniform Systems of Accounts for the Lodging Industry). Included in this
356 report shall be a summary of maintenance reserve and personal property reserve
357 expenditures.
358 15.2.4. Annual Operating Budget: Budget provided one month in advance of the end of each
359 contract year. For the initial contract year, the Annual Operating Budget must be provided at
360 least thirty (30) days prior to the Transition Date.

361 16. Communications

- 362 16.1. In order to facilitate efficient and safe operations, the Concessionaire may utilize a variety
363 of communications equipment, the extent and complexity dependent upon the scope of the
364 contracted operations. Professional-grade communications equipment enhances services, and
365 benefits the visitor experience by providing an increased level of security and safety.
366 Professional-grade communications equipment typically involves the use of public airwaves,
367 which are monitored and regulated by the Federal Communications Commission. As such,
368 Federal licensing and use guidelines shall be followed. The Concessionaire shall notify within
369 thirty (30) days the Contract Director as to the strategy employed for Communication equipment
370 and procedures. All communication protocols shall be reviewed with the Contract Director and
371 Park Manager.

372 17. Lost & Found Procedures

- 373 17.1. The Concessionaire shall establish a formal lost and found procedure as a service to
374 visitors. A log shall be kept for all found items, items returned (and to whom), and unclaimed
375 items turned over to park management.

376 18. Sub-Concessionaire Services

- 377 18.1. Sub-concessionaires shall be held to the same standards as the primary concession
378 operator.

379 19. Reservation Systems

- 380 19.1. Reservations systems for all applicable land uses shall provide for advanced reservations
381 and ensure that all visitors have equal access to a reservation opportunity. Reservation services
382 shall be available via internet or telephone. If they are available via internet they should be
383 available on a 24 hour real time basis. If available via telephone, service should be available
384 during normal business hours. Confirmation numbers shall be provided to all guests. Policies and

procedures regarding check in and check out time, deposits (i.e. reservation and damage), cancellations and refunds shall be clearly stated on visitor reservation forms.

19.2. Within 60 days after the contract effective date, the Concessionaire shall provide to State its reservation systems policies and procedures for all assets under reservations. At a minimum the policies shall include a description of the visitor's reservations and registration experience, and policies pertaining to refunds, cancellations, early departures and liability responsibilities.

19.3. Accurate, up to date reservation and registration systems shall be maintained and made available electronically to State upon request.

20. Internet Infrastructure

20.1. Complimentary internet access shall be provided within public spaces in facilities. In lodges the goal is to provide in room access. As internet systems and services become available at lower costs, consideration of in room wireless connections should be a made a high priority.

21. Quiet Hours

21.1. Required quiet hours for all services shall be enforced by the Concessionaire. Concessionaire shall provide telephone numbers for security in the event of disturbances occur after the posted quiet hours.

22. Specific Operating Requirements for Concession Services

22.1. *Overnight Accommodations*

22.1.1. Overnight Lodging

22.1.1.1. Guest Rooms – Lodge and Cabins

22.1.1.1.1. Signage

22.1.1.1.1.1. All rooms shall be numbered with easily distinguishable numbers

22.1.1.1.1.2. Directional Signage shall be provided on the back of each door that provides information regarding emergency exit and evacuation. This shall include information on where the individual guest room is located in relation to the closet exit

22.1.1.1.1.3. Rates shall be prominently posted in a suitable location and made available at the guests request at the registration desk.

22.1.1.1.2. Security

22.1.1.1.2.1. All guest room doors shall be equipped with a functioning locking door. Doors shall have a double locking system from inside. Doors and locks should be frequently inspected to ascertain functioning use. All sliding doors shall be equipped with hook lock as well as secondary locking device. If any guest room entrance door locks are inoperable, they shall be placed "out of order" and not rented until lock is repaired.

22.1.1.1.2.2. Auxiliary Locks - All guest room entrance doors shall be equipped with a chain or fixed night latch type door guard. Auxiliary locks shall be provided for all exterior and connecting doors. Locks can be either a safety latch or other approved non-key locking device (chain).

22.1.1.1.2.3. View Ports - One way view ports, mounted 5 feet above the floor are required on exterior doors only, unless there are no side windows.

22.1.1.1.2.4. All guest rooms with interconnecting doors shall have solid-core or metal doors equipped with a lock that is self-locking and a one-inch bored-in deadbolt lock on each door. A knob on the guest room side of the interconnecting door with a tamper-proof plate on the other side of the door complies with the self-locking requirement.

22.1.1.1.3. Exterior Doors, Windows and Screens

22.1.1.1.3.1. All doors, windows and screens shall be clean, in good working condition and sufficiently tight to preclude the entry of rodents and insects.

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- 434 Exterior doors are well maintained and have limited numbers of scratches,
 435 scuffs or marks. All guest room windows that open shall provide a lock
 436 which secures the window in a closed position.
- 437 22.1.1.1.4. Safety
- 438 22.1.1.1.4.1. Smoke Detectors- An operational single-station smoke detector is
 439 required in each guest unit. Hard wired smoke detectors are preferred.
 440 When battery-operated detectors are used, detectors shall be tested monthly
 441 and batteries replaced at least yearly.
- 442 22.1.1.1.4.2. Carbon Monoxide Detectors- Working Carbon Monoxide (CO)
 443 detectors shall be present in all guest rooms that incorporate gas or oil
 444 powered heating equipment or rooms with fireplaces, etc. Hard wired CO
 445 detectors are preferred. When battery-operated detectors are used, they shall
 446 be tested monthly and batteries replaced at least yearly.
- 447 22.1.1.1.4.3. Ground Fault Interrupters (GFI) -, Each electrical outlet adjacent to
 448 sinks or other water sources shall be connected to a working ground fault
 449 interrupter.
- 450 22.1.1.1.4.4. Emergency Instruction- Notification shall be provided in each guest
 451 room on how to obtain emergency assistance, such as fire, police, ambulance
 452 and medical.
- 453 22.1.1.2. Guest Room Amenities - Lodge
- 454 22.1.1.2.1. The following shall be provided for in each guest room:
- 455 22.1.1.2.1.1. Clock Radio
- 456 22.1.1.2.1.2. Luggage Rack
- 457 22.1.1.2.1.3. Coffee/Tea Maker and Supplies
- 458 22.1.1.2.1.4. Iron& Ironing Boards
- 459 22.1.1.2.1.5. Trash Cans/Recycling
- 460 22.1.1.2.1.6. Guest Room Directory
- 461 22.1.1.2.1.7. Hang Tags
- 462 22.1.1.2.1.8. Guest Telephone for messaging and emergencies
- 463 22.1.1.2.1.9. Ice Bucket/Trays/Cups
- 464 22.1.1.2.1.10. Clothes Storage- Hang Space
- 465 22.1.1.2.1.10.1. Closet/clothes hanger area shall be clean and neat and shall
 466 include at least eight matching heavy gauge plastic or wood hangers. No
 467 wire hangers are permitted.
- 468 22.1.1.2.1.11. Televisions
- 469 22.1.1.2.1.11.1. One minimum of 25 inch color TV shall be provided in each
 470 room. Flat screen televisions are preferred. Televisions shall be
 471 connected to a master system or cable to provide a good quality picture.
 472 Each television shall have a full remote control and full mute function.
- 473 22.1.1.2.1.12. Guest Room Internet
- 474 22.1.1.2.1.12.1. In-room internet is the desired standard. A plan for achieving
 475 this standard should be considered as part of each year's capital budget.
- 476 22.1.1.2.1.13. Cribs/ Rollaways
- 477 22.1.1.2.1.13.1. Shall be available upon request and shall be clean and fully
 478 operational. They shall be delivered with clean and appropriately sized
 479 linens and blankets.
- 480 22.1.1.2.1.14. Distressed Passenger Amenities
- 481 22.1.1.2.1.14.1. Additional complimentary toiletries shall be available on site
 482 to guests, upon request, 24 hours daily, free of charge. The following

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- 483 items, if not provided in guest rooms shall be available at the
 484 registration or front desk: razor, shaving foam, toothbrush, toothpaste,
 485 comb, sanitary napkins and sewing kits. The availability of these items
 486 should be noted in the in-room guest service directory.
- 487 22.1.1.3. Guest Room Amenities Cabins
- 488 22.1.1.3.1. The following shall be provided in each cabins
- 489 22.1.1.3.1.1. Kitchen Area
- 490 22.1.1.3.1.1.1. Minimum amenities shall include a standard refrigerator, coffee
 491 maker and filters, toaster, microwave and ice trays. Cabins should have
 492 dishware and flatware to service the maximum occupancy of the cabins.
 493 Cookware and utensils shall also accommodate meal preparation for the
 494 maximum occupancy.
- 495 22.1.1.3.1.2. Living Area
- 496 22.1.1.3.1.2.1. Minimum furniture shall include a sofa and two comfortable chairs,
 497 coffee table and two end table with sufficient light fixtures to allow
 498 guests to read easily from any seated location.
- 499 22.1.1.3.1.3. Dining Area
- 500 22.1.1.3.1.3.1. Minimum furniture shall include a dining table and sufficient chairs
 501 to accommodate maximum occupancy of the cabins.
- 502 22.1.1.4. Guest Room Surfaces and Furniture- Lodges and Cabins
- 503 22.1.1.4.1. The following shall be made available in each room
- 504 22.1.1.4.1.1. Lighting
- 505 22.1.1.4.1.1.1. A minimum of three well positioned light fixtures shall be provided
 506 in each room to provide a high level of illumination. One wall or
 507 overhead and two bedside lamps shall be provided. All bulbs shall be
 508 CFL and provide an equivalent of 75 watts of illumination.
- 509 22.1.1.4.1.2. Climate Control
- 510 22.1.1.4.1.2.1. Guest bedrooms shall have individually controlled thermostats to
 511 provide for guest controlled heating and cooling. Units should operate
 512 quietly and have clean filters and grills.
- 513 22.1.1.4.1.2.2. Furniture
- 514 22.1.1.4.1.2.2.1. Guest rooms shall be equipped with free standing well
 515 positioned furnishings that are attractive, comfortable, and free
 516 from dust, lint, finger marks, smudges, stains and scratches.
 517 Furniture should be inspected, repaired or replaced on a scheduled
 518 basis to eliminate worn finish or torn upholstery. Furniture shall be
 519 routinely inspected for the presence of insects and bedbugs.
- 520 22.1.1.4.1.2.3. Bed frame and Headboards
- 521 22.1.1.4.1.2.3.1. Each bed shall be furnished with a fitted bed frame and
 522 headboard (if applicable). Bed frames and headboards shall be dust
 523 free and in good condition. Headboards shall be regularly
 524 inspected for the presence of bedbugs and removed until treated.
- 525 22.1.1.4.1.2.4. Bedding
- 526 22.1.1.4.1.2.4.1. Each bed shall be made up with triple sheets, one mattress
 527 pad, a minimum of two pillow(s) pillow cases, blanket and
 528 bedspread. All bedding shall be uniform, clean, free of stains rips,
 529 tears and be commensurate with the size of the bed.
- 530 22.1.1.4.1.2.5. Mattresses and Box Springs

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22.1.1.4.1.2.5.1. Mattresses and box springs shall be of good quality and in good condition. Mattresses shall be clean, odorless, non-sagging, and free of lumps and protruding tufts, sized to fit the bed frame or springs and routinely rotated. Mattress and bedsprings shall be regularly inspected for the presence of bed bugs and removed until treated.

22.1.1.4.1.2.6. Linen/Mattresses and Other Furniture Replacement

22.1.1.4.1.2.6.1. All guest room linens shall be replaced every 3 to 5 years or more frequently if use requires. All guest room furniture shall be replaced every five to seven years.

22.1.1.4.1.3. Open Flame Equipment/Fireplaces

22.1.1.4.1.3.1. Woodstoves, fireplaces or other open flame heating equipment shall be clean and in good operating condition. Equipment shall be cleaned and inspected on a periodic basis and before each occupant is checked in. Clearance (distance from combustible materials, including partitions and walls constructed with wood studs) for wood and oil stoves as well as fireplaces and other heading sources shall be at least the recommended distance as specified by the local fire agency authority. Fire pads shall be place under wood burning stoves to prevent fire. Adequate child protection devices such as screens, doors, etc. shall be present and in good condition. All woodstoves, fireplaces shall include instructions, appropriate fire tools and precautionary notices for the guest information.

22.1.1.4.1.4. Balconies/Patios and Other Outdoor Amenities

22.1.1.4.1.4.1. Any balconies and/or patios shall include adequate seating. Furniture shall be constructed of good quality durable materials suitable for exterior use. Plastic furniture is not permitted.

22.1.1.5. Guest Room Bathrooms-Lodges and Cabins

22.1.1.5.1. Amenities

22.1.1.5.1.1. Each room shall contain at a minimum a 3 piece amenity package: shampoo, conditioner, or shampoo/conditioner combination, moisturizer lotion and body soap (liquid or bar) provided in individual packages or bulk dispensing. If bulk dispensing is provided, individual packages shall be available upon request and a note/sign shall be added to this effect in the bathroom. If bulk dispensing is used, dispensers shall be flushed and cleaned once per quarter or more depending on usage.

22.1.1.5.2. Facial/Toilet Tissue

22.1.1.5.2.1. Facial tissue shall be of standard size

22.1.1.5.2.2. Each bathroom shall provide two rolls of two ply tissue. No chlorine bleached rolls are permitted.

22.1.1.5.3. Hair Dryer

22.1.1.5.3.1. Each room shall have a clean and operable hair dryer.

22.1.1.5.4. Floor Coverings, Walls and Ceilings

22.1.1.5.4.1. Areas shall be free from defects, dirt, smudges, mold, mildew, cobwebs and hair

22.1.1.5.5. Toilets

22.1.1.5.5.1. Two-piece low-flow toilets shall be cleaned and sanitized daily and be unpitted and free of cracks and stains. Toilet seats and lids shall be clean and sanitary, with no chipped or worn surfaces, bare wood or other

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- 580 composition visible. Seats and lids shall be free of discoloration or stains and
581 be securely fastened to the toilet seat and fit the shape of the toilet.
- 582 22.1.1.5.6. Mirrors
- 583 22.1.1.5.6.1. One medium sized (>3 sq. ft.) mirror shall be provided in each guest
584 bathroom. The mirror shall be securely mounted, clean, unpitted and free of
585 cracks.
- 586 22.1.1.5.7. Ventilation
- 587 22.1.1.5.7.1. All bathrooms areas shall be adequately ventilated. Window
588 ventilation is acceptable, but if windows are not available, exhaust vents and
589 fans shall be provided, clean and well-maintained.
- 590 22.1.1.5.8. Lighting
- 591 22.1.1.5.8.1. Guest room bathrooms shall provide an overall high level of
592 illumination. Fixtures generally include one central light fixture in a
593 decorative cover. All lighting and covers shall be clean and in good working
594 condition.
- 595 22.1.1.5.9. Linens
- 596 22.1.1.5.9.1. Clean 100% quality terry cloth wash cloth, face and bath towels
597 shall be provided in good condition in each bathroom. Bath mats shall be
598 provided in similar weight and grade to towels. Towels are medium weight
599 and size, with medium absorbency. There shall be at least 4 hand, face and
600 bath towels per room or in quantities based on room pillow count
- 601 22.1.1.5.10. Nightlight
- 602 22.1.1.5.10.1. Each bathroom or bathroom area shall have a functioning nightlight.
603 This may be integrated in a hair dryer, light switch, or otherwise provided.
- 604 22.1.2. Ice Vending
- 605 22.1.2.1.1. One approved self-service ice machine and one approved soft drink
606 machine shall be available for each 60 rooms. Ice shall be available free of charge
607 to guests 24 hours a day and its location shall be well identified. Any out of order
608 machines shall be appropriately signed (no handmade signs) and include where the
609 guest shall be able to find a functioning machine.
- 610 22.1.2.2. Coin Laundry
- 611 22.1.2.2.1. Coin laundry servicemay be offered within each lodge. If not offered within
612 the lodge, information on the location of the coin laundry within the Park shall be
613 listed in the Guest Room directory.
- 614 22.1.3. Housekeeping Services
- 615 22.1.3.1. Cleaning Service and Frequency
- 616 22.1.3.1.1.1. Every occupied room (stay overs and checkouts) shall be serviced
617 daily unless specified otherwise by guest. At a minimum each guest room
618 shall be cleaned with complete bed and bath linen changes between stays.
- 619 22.1.3.1.2. Maintenance Requests
- 620 22.1.3.1.2.1. Any maintenance requests/issues noted by guests shall be dealt with
621 promptly, at a minimum by the end of the day.
- 622 22.1.3.1.3. Deep Cleaning
- 623 22.1.3.1.3.1. There shall be an annual deep cleaning program established. Deep
624 cleaning services includes mattress rotation, carpet shampooing, edge
625 vacuuming, shower liner washed, upholstery vacuuming and cleaning,
626 washing and cleaning of draperies and laundering of pillows, blankets and
627 bedspreads.
- 628 22.1.3.1.4. Inspection

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- 629 22.1.3.1.4.1. All check out rooms and a representative sample of stay over rooms
- 630 shall be inspected daily for housekeeping services.
- 631 22.1.3.1.5. ADA room Housekeeping Services
- 632 22.1.3.1.5.1. ADA rooms should be left set-up for accessibility after each check-
- 633 out (e.g. shower heads lowered, mirrors pulled forward, chairs pulled away
- 634 from HVAC units). A courtesy call should be placed or personal visit made
- 635 within an hour of check-in to enquire if the guest needs any changes or
- 636 assistance in the room
- 637 22.1.4. Other Disability Services
- 638 22.1.4.1.1.1. Employees shall assist visually impaired guests at registration by
- 639 reading the registration information to the guest and by providing a written
- 640 welcome and instructions for registration. Guests are informed of the
- 641 Telecommunications Device for the Deaf (TDD) phone and other assistance
- 642 devices available. At least one TDD shall be available at the front desk at all
- 643 times and one additional TDD shall be available for use in guest rooms upon
- 644 request. If visual fire alarm notification is not permanently installed in the
- 645 rooms for guests with hearing impairments, portable units shall be available
- 646 at the front desk.
- 647 22.1.5. Guest Registration
- 648 22.1.5.1. Hours of Operation-
- 649 22.1.5.1.1. Check-in and registration services are provided 24 hours per day. If the
- 650 registration or front desk is closed for certain hours, an alternative method to
- 651 facilitate check-in (bell to alert night audit or other back of house staff; message
- 652 board to inform guest of alternative check-in method, etc.) shall be provided.
- 653 22.1.5.2. Check-In
- 654 22.1.5.2.1. Check-in shall be completed promptly in a friendly and professional
- 655 manner. Guest wait times should be limited to 10 minutes during peak periods;
- 656 and 1 to 2 minutes during other periods. Front desk staff shall acknowledge any
- 657 waiting guests and demonstrate a sense of courteous urgency in concluding
- 658 transactions when guests are waiting. Guests should be able to check-in from at
- 659 least 4pm on day of arrival.
- 660 22.1.5.3. Park Orientation Material
- 661 22.1.5.3.1. Park specific material shall be available upon check-in, to include
- 662 brochures, maps, newsletters, and special notices. Upon request, additional
- 663 information about local businesses, places of interest, major highways, airports,
- 664 restaurants, places of worship, etc., shall be provided.
- 665 22.1.5.4. Check-Out
- 666 22.1.5.4.1. Guests shall be acknowledged as soon as possible with eye contact and a
- 667 warm friendly greeting. Guest check-out wait times should be limited to 10
- 668 minutes during peak periods; and 1 to 2 minutes during other periods for check-out
- 669 services
- 670 22.1.6. Compliance with State& Local Regulations
- 671 22.1.6.1. Overnight operations may be subject to additional local and State laws pertaining to
- 672 hotel/motel operations. The Concessionaire shall be in compliance with stated laws.
- 673 22.2. **Food and Beverage**
- 674 22.2.1. Food and Beverage Services
- 675 22.2.1.1. The following is a listing of the types of food service that shall be provided under
- 676 this contract based upon the RFP response **(To Be Completed Upon Contract Award)**

Location	Type of Food Service
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	Family casual
	Fast casual
	Cafeteria
	Buffet Service
	Snack Bar
	Quick service/Grab and Go

677
678 22.2.2. Management.

679 22.2.2.1. The Concessionaire shall ensure availability of a unit manager or other key
680 personnel in each food service outlet during all operating hours.

681 22.2.3. Table Appearance.

682 22.2.3.1. Tables, chairs and other restaurant furnishings shall be clean and free of
683 damage or excessive wear. Upholstery shall be free of rips, tears, and stains. The
684 Concessionaire shall set tables properly for the type of service provided, at a minimum
685 with salt, pepper, sugar, and sugar substitutes.

686 22.2.4. Menu Offerings

687 22.2.4.1. The Concessionaire shall ensure that all menu items and pricing are visible, easy to
688 read, available in printed form and in adequate supply.

689 22.2.4.2. Menus shall provide for a wide variety of visitors including healthy choices,
690 vegetarians, children and those with medical restrictions.

691 22.2.4.3. Menus shall not be ripped or torn and should be cleaned daily.

692 22.2.5. Health and Safety Standards and Code Compliance

693 22.2.5.1. All food preparation, storage and dishwashing shall conform to the most recent of
694 editions of local, State and federal regulations

695 22.2.6. Food-Handling Service and Procedures

696 22.2.6.1. The Concessionaire shall serve food at the appropriate temperature.

697 22.2.6.2. The Concessionaire shall document its compliance with public health operating
698 procedures, processes, personnel responsibilities, and training in a formal food
699 safety management plan that covers safe food storage, handling and preparation.

700 22.2.6.3. The individual responsible for food service operations shall hold certification as a
701 ServSafe Food Protection Manager by the National Restaurant Association or other
702 equivalent entity.

703 22.2.7. Point of Sale

704 22.2.7.1. Sufficient numbers of point of sale stations are staffed and available to prevent
705 undue wait for payment of food and beverage items.

706 22.3. **Alcohol Service**

707 22.3.1.1. When alcohol is served, all applicable Federal, State and local laws concerning liquor
708 service shall be observed.

709 22.3.1.2. The following locations are approved for alcohol service including the types of alcohol
710 allowed to be served. **(To Be Completed Upon Contract Award)**

Location	Type of Alcohol Service Allowed	License Required

711
712 22.3.1.3. Concessionaire shall be responsible for providing and maintaining all alcohol licenses.

713 22.3.1.4. Within sixty (60) days after the contract effective date, the Concessionaire shall
 714 provide to State its policies and procedures for verifying age, dispensing, and package
 715 sales and on and off premise consumption.

716 22.4. **Retail/Merchandise**

717 22.4.1. The central emphasis for the State in retail marketing of products at the park is the
 718 enhancement of visitor experiences. The Concessionaire's retail strategy shall include an
 719 extra measure of dignity and professional integrity deemed appropriate for a Tennessee State
 720 Park. Specifically, all products and services offered under this contract shall support the
 721 purpose and theme of the Park where such services are offered. All merchandise using the
 722 TSP logo or park name should adhere to the Tennessee State Parks Branding Identity
 723 guidelines and should be approved by the State.

724 22.4.2. The Concessionaire shall provide a broad range of retail/merchandise items for sale in the
 725 locations identified within the Contract. Items sold may not be deemed inappropriate,
 726 offensive or distasteful or be prohibited by the State. Themes and artwork on souvenirs and
 727 clothing shall be appropriate for the park setting. Products, goods, souvenirs, snacks,
 728 groceries, etc. will be professionally displayed in an orderly and attractive fashion. Products
 729 will be displayed in sections of the available retail space by specific groups (departments).

730 22.4.3. In order to properly match retail merchandise with visitors at this park, the Concessionaire
 731 should monitor current retail trends to enhance its knowledge of the park's visitor base for
 732 this park. Considerations include:

733 22.4.3.1. Visitation Patterns

734 22.4.3.2. Appropriate "Impulse" Purchase Items

735 22.4.3.3. Seasonal Changes in Visitation and Market

736 22.4.3.4. Market Segments

737 22.4.3.5. Consumer Profiles for the greater Park Vicinity

738 22.4.3.6. Other Nearby Recreation Sites & Attractions

739 22.4.3.7. Site-Specific Emphasis, Purpose and History

740 22.4.3.8. State Public Information and Education Information

741 22.4.3.9. Available Floor Space

742 22.4.4. The Concessionaire shall not sell beverages in glass containers at locations adjacent to
 743 swimming pools.

744 22.4.5. The Concession shall ensure that retail and merchandise pricing is fully labeled and easily
 745 understood by visitors.

746 22.4.6. The following is a listing of where retail sales shall be provided.

747 22.4.6.1. Lodge

748 22.4.6.2. Golf Course

749 22.4.6.3. Marina

750 22.4.6.4. Other

751 22.5. **Marinas**

752 22.5.1. Services and Facilities

753 22.5.1.1. The following marina services are included in this Contract.(To Be
 754 Completed Upon Contract Award- including identification of what services at what
 755 facilities)

756 22.5.1.1.1. Wet Slips

757 22.5.1.1.2. Dry Storage- Enclosed

758 22.5.1.1.3. Dry Storage – Unenclosed

759 22.5.1.1.4. Fuel Sales

760 22.5.1.1.5. Retail Sales

761 22.5.1.1.6. Repair Services

- 762 22.5.1.1.7. Food and Beverage Services
763 22.5.1.1.8. Boat Rentals
764 22.5.1.1.9. Valet Services
765 22.5.1.2. Slip or Dry Storage rentals
766 22.5.1.2.1. Shall be leased for a period of no more than one year. Leases may continue
767 from year to year unless it is terminated by one of the parties through termination
768 procedures set out in the lease agreement.
769 22.5.1.2.2. Written rental agreements, conforming to applicable legal requirements
770 shall be executed for each slip rental. The slip rental agreement will define
771 applicable slip master operational responsibilities to meet park and concessionaire
772 requirements. The rental form shall be approved by the State prior to adoption or
773 use.
774 22.5.1.2.3. Boats in the marina may not be more than four feet longer or shorter than
775 the assigned slip designed capacity. Total length and beam include all temporary
776 and permanent appurtenances. The length of the boat shall be measured at the time
777 the boat is initially placed in the marina.
778 22.5.1.2.4. A master diagram of the marina shall be prominently displayed, readable
779 and accurate. The diagram/map may be located in the office or in public at the
780 discretion of the operator.
781 22.5.1.2.5. Permanent Slips: An accurate and current record shall be maintained on the
782 following information for each permanent slip: slip number and location, slip
783 dimension, utilities at each slip, and details of slip occupant. Other details include
784 boat owners name, address, and telephone numbers. Additional boat information
785 would include boat name, hull identification number, model, year made,
786 manufacturer, color, type, registration/documentation number, boat insurance
787 information and a list of people authorized to use the boat. Files shall be
788 maintained for each slip containing important documents and correspondence.
789 Slip shall be checked and cleared of all lines and articles left by previous
790 occupants.
791 22.5.1.2.6. Transient Slips: An accurate and current record shall be maintained on the
792 following information for each slip: slip number and location, slip dimension, and
793 details of slip occupant. Other details include boat owners name, address, and
794 telephone numbers. Additional boat information would include boat name, hull
795 identification number, model, year made, manufacturer, color, type,
796 registration/documentation number, boat insurance information and a list of people
797 authorized to use the boat. Files shall be maintained for each slip containing
798 important documents and correspondence. Concessionaires shall distribute a
799 welcome aboard package including rules and regulations. The Concessionaires shall
800 provide the transient guest a head lock key or combination. Concessionaires shall
801 be available to assist transient guests with docking.
802 22.5.1.2.7. Slip Transfers: The Concessionaire shall maintain a waiting list on a first-
803 come, first served basis for the rental of buoys, slips, and dry boat storage spaces.
804 The Concessionaire shall maintain a waitlist until all interested parties are
805 accommodated.
806 22.5.1.2.8. Wait lists: The Concessionaire shall maintain a waiting list on a first-come,
807 first served basis for the rental of buoys, slips, and dry boat storage spaces. The
808 Concessionaire shall maintain a waitlist until all interested parties are
809 accommodated.

22.5.1.2.9. Unless otherwise provided for in the authorized rate schedule, space on courtesy docks shall not be rented. Use of courtesy docks will not exceed the time limits specified in the operating plan.

22.5.2. Dock Checks

22.5.2.1. The Concessionaire will provide daily dock checks to ensure that nails are not protruding, decking has not lifted, cleats are holding, boats are not bumping, hoses are hanging, utilities are in working order, bow pulpits and anchors are not overhanging the dock causing danger to people walking by.

22.5.3. Private Sales

22.5.3.1. Concessionaires may allow slip holders to post "for sale" signs on boats. All sales are handled by owners and the Concessionaire shall be notified once a "for sale" sign is posted. Once a transfer of ownership occurs the Concessionaire shall be notified and provided a copy of a change in insurance immediately.

22.5.3.2. A change of ownership will constitute an immediate termination of the lease agreement.

22.5.3.3. In the event that the Lessee desires to alter the boat ownership by acquiring a partner(s), Lessee shall request from the Park approval of the partnership arrangement and issuance of a new lease agreement.

22.5.3.4. No slips or moorings shall be rented that are used or reserved by any persons for purposes of promotional display or sale of boats or boat accessories.

22.5.4. Boating Safety and Regulatory Compliance

22.5.4.1. The Concessionaire shall have established procedures available for review by State for how all water-based operations will be in complete compliance with U.S. Coast Guard regulations for safety. The procedures should be documented and outline how safety procedures and standards will be implemented by concession employees; what management steps will be taken to ensure environmental regulatory compliance for all marina-related activities, including the dispensing of fuels and petroleum products, response procedures for spills, and hazardous waste disposal procedures. Included in these procedures is the requirement to identify visitors will be properly oriented in boating safety procedures, and equipped with required safety equipment when utilizing concession-owned equipment.

22.5.4.2. The Concessionaire shall have an operating business band radio or VHF marina radio visible with back up available. The radio shall be properly licensed.

22.5.5. Security

22.5.5.1. Every slip shall be checked once daily to ensure that no boat is in the marina that is not entitled to be there, no boat has been moved within the marina without the approval of the manager, no boat is viewed from the dock as endanger of sinking, fire, breaking loose.

22.5.5.2. The Concessionaire security personnel will complete comprehensive security rounds by walking all docks and support facilities. A "security log of events" will be kept that notes any suspicious activities. Concession security personnel will monitor all gates, storage areas, fuel dispensing areas, ensuring these areas are secure and/or locked.

22.6. *Tour Operations (if applicable)*

22.6.1. Services

22.6.1.1. All equipment used in tour operations shall be safe, clean, well maintained and in good condition and of the proper size and configuration to accommodate visitors. If equipment requires licensing, all licensing shall be up to date.

858 22.6.1.2. All tour visitors shall be briefed at the beginning of each trip in regards to safety
859 requirements.

860 22.6.1.3. Staffing ratios and competencies for tours shall meet those outlined within tour
861 industry for which the tours are offered.

862 22.7. **Equipment Rental Operations**

863 22.7.1. Services and Facilities

864 22.7.1.1. For in-place rental structures

865 22.7.1.1.1. Rental structures available to visitors shall be safe clean, well maintained
866 and in good working order.

867 22.7.1.1.2. The Concessionaire shall ensure that the State can access rental units with a
868 Concessionaire representative at any time with reasonable notice.

869 22.7.1.1.3. Rental units shall be leased for a period of no more than one year. Waiting
870 list shall be maintained and occupancy of unfilled units shall be filled through use
871 of the priority on the waiting list.

872 22.7.1.2. For equipment rental operations

873 22.7.1.2.1. Equipment offered for rental shall be safe, clean, well maintained in in good
874 condition. The inventory of available equipment shall be adequate to handle
875 seasonal demand peaks.

876 22.7.1.3. All rental operations shall have a rental agreement which includes language
877 regarding liability responsibilities between renter, Concessionaire and the State. The
878 State shall have the opportunity to review the standard rental agreements and any
879 updates to said agreements. Records shall be maintained accurately for all long term
880 rental agreements and can be disposed of within 30 days for all other types of rental
881 agreements.

882 22.7.2. The Concessionaire shall have established standards for safety and security procedures,
883 including verifiable maintenance record-keeping methods, which will ascertain a high level
884 of safety for all visitors using the contractor's rental services.

885 22.8. **Fuel & Propane Sales**

886 22.8.1.1. If fueling services are provided they shall have nozzles that shut off automatically.
887 Each hose shall be equipped with a breakaway device. Fuel dispensers, including
888 nozzles and hoses shall be in good working condition. Pumps shall be secured when an
889 attendant is not on duty. A readily accessible and posted valve to shut off the fuel
890 supply at fueling pumps shall be provided near the fuel dock and. Or near the approach
891 to the pier. Fire response equipment shall be provided at the fuel dock in accordance
892 with NFPA and other applicable regulations.

893 22.9. **Golf Services**

894 22.9.1. Services

895 22.9.1.1. The following services shall be provided at the Golf Course **(To Be**
896 **Completed Upon Contract Award- including identification of what services at what**
897 **facilities)**

898 22.9.1.2.

899 22.9.1.2.1. Golfing

900 22.9.1.2.2. Driving Range

901 22.9.1.2.3. Tournaments

902 22.9.1.2.4. Lessons

903 22.9.1.2.5. Retail

904 22.9.1.2.6. Food Service

905 22.9.2. Management.

906 22.9.2.1. The Concessionaire will have at least one full-time head golf professional at each
907 location. This person will have teaching experience and be an active member in the
908 Professional Golfers' Association of America. A Golf Course Superintendent certified
909 by the Golf Course Superintendent Association of American shall be responsible for the
910 oversight of all the golf courses.

911 22.9.3. Golf

912 22.9.3.1. Golf Tee Times

913 22.9.3.1.1. A centralized automated reservation system shall be in place for accepting
914 tee times.

915 22.9.3.1.2. Tee times shall be available 6 days in advance.

916 22.9.3.2. Cart Rental

917 22.9.3.2.1. The Concessionaire will supply a fleet of a sufficient number of both golf
918 carts (electric preferred) and manual pull carts. At a minimum, the Concessionaire
919 will provide an equal number and quality of carts as are located at the Facilities
920 upon the transition date of operations to Concessionaire from State. All carts
921 offered for rental will be maintained in good condition and replaced every three
922 years or at the expiration of the "bumper to bumper" warranty over the length of
923 the contract term, whichever is longer.

924 22.9.3.3. Driving Range

925 22.9.3.3.1. The golf driving range will be maintained and free of trash.

926 22.9.3.3.2. Hitting mats will be well maintained, free of tears and fraying. Mats will be
927 replaced on a regular basis and nets shall be properly maintained to ensure safety
928 of patrons.

929 22.9.3.3.3. Dividers between mats shall be well maintained, free of chips.

930 22.9.3.3.4. The Concessionaire will offer an ample supply of range golf balls. Range
931 golf balls will be cleaned on a regular basis.

932 22.9.3.3.5. Token operated ball dispensing machines (if offered) will be in working
933 order.

934 22.9.3.4. Lesson Program

935 22.9.3.4.1. The Concessionaire will develop a suitable lesson program schedule that
936 meets the market needs and incorporates all skill levels; offering both individual
937 and group lessons and provides services to all ages and genders.

938 22.9.3.5. Tournaments. On an annual basis, the Concessionaire will submit to State a
939 Tournament Plan. The plan will include the following items:

940 22.9.3.5.1. Maximum number of Tournaments

941 22.9.3.5.2. Targeted non-peak times for Tournaments

942 22.9.3.5.3. Proposed pricing structure

943 22.9.3.5.4. Details on strategies to provide access to the non-tournament public for use
944 of course during tournaments.

945 22.9.3.6. Pro Shop

946 22.9.3.6.1. Apparel, Golfing and Golf-Related Equipment. The Concessionaire will
947 carry a selection of apparel, golfing and golf-related equipment with the focus on
948 items necessary for daily play, e.g., balls, gloves, tees, hats, etc. The intent of this
949 visitor service is to provide an appropriate selection of items, which represents a

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range of price and quality levels. Use of the TSP logo and brand must adhere to the TSP Brand Identity guidelines and be approved by the State.

22.9.3.6.2. Gifts and Souvenirs. The retail area may offer items that have a direct relationship to the Park or the Golf Course, its environs, history, or other related natural or cultural topics. This will provide visitors with opportunities to buy memorabilia of their visit while at the same time obtaining information or educational messages related to the Parks' resources. Use of the TSP logo and brand must adhere to the TSP Brand Identity guidelines and be approved by the State.

22.9.3.7. Food and Beverage Service

22.9.3.7.1. See information on General Food Service

22.9.3.8. Clubhouse Public Areas, Locker Rooms and Restrooms

22.9.3.8.1. The Concessionaire will ensure facilities are maintained and cleaned on a regular schedule and provide clean, sanitary conditions with adequate amounts of hot water.

22.9.3.8.2. Restrooms and showers will be cleaned according to a posted schedule, at least twice daily.

MAINTENANCE PLAN

23. General Contract Responsibilities

23.1. Concessionaire

23.1.1. The Concessionaire shall undertake maintenance of Facilities in a safe, attractive and functioning condition to the satisfaction of the State including compliance with this maintenance plan.

23.1.2. The Concessionaire shall undertake all maintenance in accordance with Applicable Laws and codes.

23.1.3. All personnel undertaking maintenance shall have appropriate skills, experience, licenses and certifications to conduct said work.

23.1.4. Where applicable, the Concessionaire shall obtain the appropriate licenses and permits required by the jurisdictional regulatory agencies and follow all State, local laws, regulations, ordinances, and industry standards or codes applicable to the operational duties being performed. Copies of said licenses and permits shall be made available to State upon request.

23.1.5. Repairs or replacements shall be done in accordance with industry standards and applicable manufacturers' guidelines.

23.1.6. The Concessionaire shall conduct maintenance activities, to the greatest extent possible that minimizes environmental impacts.

23.1.7. The Concessionaire shall comply with the Maintenance Reserve procedures outlined in this plan.

23.1.8. The Concessionaire shall make immediate necessary repairs to avoid potential harm to human health or significant damage to the Facilities. As soon as reasonably possible, the Concessionaire shall contact the Contract Director, or designated emergency point of contact, to obtain verbal authorization for the required repairs and estimated expenses. Within seventy-two (72) hours of initiating the emergency repair, the Concessionaire shall submit a written request for approval to the Contract Director.

23.2. State

23.2.1. The State is responsible for oversight of all Facilities Maintenance. This includes:

23.2.1.1. Evaluation and inspection of Facilities.

997 23.2.1.2. Review and approval of the elements within the Maintenance Plan.

998 23.2.2. This Maintenance Plan will not interpret as requiring the State to conduct maintenance of
999 Facilities of any kind except as otherwise specified in this Maintenance Plan.

1000 23.2.3. Any approval or consent given by the State shall not relieve the Concessionaire or the
1001 Concessionaire's contractors of any responsibility for any errors or omissions or from the
1002 responsibility to comply with the requirements of this Maintenance Plan.

1003 **24. Maintenance Plan Reporting**

1004 24.1. Annual Construction Plan

1005 24.1.1. Annual Construction Plan: Shall be provided one month in advance of the end of each
1006 contract year. This plan shall outline the real property improvements planned for completion
1007 in the upcoming year.

1008 24.2. Maintenance Reserve Plan

1009 24.2.1. On an annual basis, the Concessionaire shall provide State for review and approval a
1010 Multiyear (3 years) Maintenance Reserve plan that covers all Facilities used by the
1011 Concessionaire for operations. This plan will outline the proposed activities planned for
1012 Cyclic Maintenance and Component Renewal/Replacement along with the estimated
1013 budgeted expenditures.

1014 24.3. Personal Property Inventory

1015 24.3.1. As items are withdrawn or additional items added, the Concessionaire shall update the
1016 Personal Property Inventory including item description, useful life, and item cost.

1017 24.4. Personal Property Reserve Plan

1018 24.5. On an annual basis, the Concessionaire shall provide State for review and approval a
1019 Multiyear (3 years) Personal Property Reserve plan that covers all proposed personal property
1020 planned for replacement under the Contract.

1021 **25. General Concessionaire Maintenance Standards.**

1022 25.1. *Maintenance Tracking*

1023 25.1.1. The Concessionaire shall schedule and track completion of all Concessionaire maintenance
1024 activities in an electronic format acceptable to the State. The system shall be capable of
1025 effectively providing information on the maintenance standards outlined in this document.

1026 25.1.2. The following elements shall be able to be tracked within the Concessionaire's maintenance
1027 tracking system:

1028 25.1.2.1. Preventative Maintenance

1029 25.1.2.2. Cyclic Maintenance

1030 25.1.2.3. Component Renewal/Replacement

1031 25.2. *Inspections*

1032 25.2.1. The Concessionaire shall conduct annual inspections of Facilities to determine compliance
1033 with this Maintenance Plan and to develop future maintenance requirements and plans. A
1034 State representative shall attend these inspections.

1035 25.3. *Compliance with Environmental, Historic and Cultural Requirements*

1036 25.3.1. The Concessionaire will be responsible for ensuring that its maintenance activities are in
1037 compliance with the National Environmental Policy Act, and other Applicable Laws. Any
1038 studies that may be required to ensure compliance are the responsibility of the
1039 Concessionaire.

1040 25.4. *Maintenance Reserve*

1041 25.4.1. Projects carried out by the Concessionaire using the Maintenance Reserve shall proceed by
1042 contacting the State to verify they are part of the approved Multi- Year Maintenance Reserve
1043 Plan approved by State. No projects may be commenced until the Concessionaire receives
1044 written approval from the State. At its' discretion, State may contribute additional

1045 Statedollars to maintenance reserve projects. These funds shall not be considered part of the
1046 maintenance reserve percentage.

1047 25.4.2. Projects paid for with funds from the Maintenance Reserve will not include operational or
1048 preventative of facilities. Nothing in this section shall lessen the responsibility of the
1049 Concessionaire to carry out the maintenance and repair of Facilities as required by this
1050 Contract from Concessionaire funds exclusive of the funds contained in the Maintenance
1051 Reserve

1052 25.4.3. The balance in the Maintenance Reserve shall be available for projects in accordance with
1053 the Reserve's purpose. For all expenditures made for each project from the Maintenance
1054 Reserve, the Concessionaire shall maintain auditable records including invoices, billings,
1055 canceled checks, and other documentation satisfactory to the State.

1056 25.5. ***Personal Property Management***

1057 25.5.1. Personal Property Reserve

1058 25.5.1.1. Projects carried out by the Concessionaire using the Personal Property Reserve
1059 shall proceed by contacting the State to verify they are part of the approved Multi- Year
1060 Personal Property Reserve Plan approved by State. No projects may be commenced
1061 until the Concessionaire receives written approval from the State.

1062 25.5.2. The Concessionaireshall maintain personal property visible to visitors as free of defects
1063 and according to industry standards for public use. Personal property shall be safe,
1064 serviceable and usable for their intended purposes.

1065 25.5.3. The Concessionaireshall maintain, service and repair personal property used by visitors
1066 and staff per the manufacturers recommendations and replace them as necessary.

1067 25.5.4. Personal property associated with food service operations shall comply with safety, public
1068 health and sanitation codes.

1069 25.5.5. Exhaust hoods and ductwork associated with food service operations shall be inspected
1070 and cleaned on a regular cycle with a minimum standard of not less than twice a year.

1071 25.5.6. The Concessionaire shall only have within the land area assignment the personal property
1072 that is necessary for the delivery of the required and authorized services approved under this
1073 Contract. Security and storage of such property is the responsibility of the contractor. All
1074 personal property used that is outside of theFacilitiesshall be kept in a slightly manner, free
1075 from public view in as much as possible. Storage structures may be erected, at the
1076 contractor's sole expense, and only by advance permission of the State.

1077 25.6. ***Painting***

1078 25.6.1. The Concessionaire shall repaint surfaces on a regular cycle. The regular cycle shall be
1079 considered not less than once every five years for exteriors and for interiors not less than
1080 once every seven years.

1081 **26. Specific Maintenance Standards**

1082 26.1. ***Building and Structures***

1083 26.1.1. Interior Systems

1084 26.1.1.1. Housekeeping

1085 26.1.1.1.1. Cleaning and maintenance of building interiors and visitor use areas shall be
1086 performed with sufficient regularity to provide a positive visitor impression, give
1087 an overall appearance of clean and sanitary conditions, be free of litter, safe, and
1088 neat in appearance.

1089 26.1.1.2. Restrooms

1090 26.1.1.2.1. Public restrooms shall be visited a minimum of twice daily (during peak
1091 visitation periods), cleaned daily and toilet tissue, towels, seat covers replaced as
1092 necessary. Toilet tissue will be replaced sufficiently to last until the next scheduled
1093 cleaning or at least the following day. Disinfectant will be used on fixtures, risers

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and floors. Floors will be swept and mopped routinely as needed. Floors will be squeegeed or swept to prevent water from standing and creating a potential hazard. Attention will be given to graffiti, cobwebs, hornet and wasp-nests, missing signs, etc., and will be resolved quickly. Odor-control agents will be used to control odorous conditions in restrooms.

26.1.1.3. Guest Room Bathrooms

26.1.1.3.1. Shower/Tubs/Sinks

26.1.1.3.1.1. Areas shall be clean, unspotted and free from stains. Surfaces shall be sanitized daily. Tubs/Showers shall be equipped with non-slip mat or have nonskid surfaces. Shower curtains and/or doors, shall be untoned, clean and free of mold and mildew and of sufficient length to prevent water from flowing onto the floor. All sinks and tubs shall be equipped with clean and functioning stoppers. .

26.1.1.3.1.2. Faucets shall be of designs to be low flow, securely installed and properly sealed and grouted.

26.1.1.4. Flooring

26.1.1.4.1. The Concessionaire shall maintain flooring clean and free of stains, cracks, chips and worn places. Interior masonry or tile shall have clean grouting and be in good repair. The Concessionaire shall clean the floors no less than once daily in visitor use and food preparation areas.

26.1.1.5. Carpet

26.1.1.5.1. The Concessionaire shall maintain carpeting clean and free of stains, rips or burns. The Concessionaire shall replace carpet in public areas no less than every seven years.

26.1.1.6. Walls and Ceilings

26.1.1.6.1. The Concessionaire shall maintain walls and ceilings free of breaks, cracks blisters, loose plaster and stains with a fresh appearance. Masonry or rock walls shall be sealed and covering such as wall paper and tile shall be clean and protected.

26.1.1.7. Windows

26.1.1.7.1. The Concessionaire shall keep windows, clean, unbroken and in good repair.

26.1.1.8. Interior Lighting

26.1.1.8.1. Public spaces should be appropriately illuminated with energy efficient lighting where practical. Lighting fixtures should be cleaned and in working order. Guest room hallways should be sufficiently illuminated to ensure guests have a sense of security entering and exiting rooms. Inoperable fixtures, or fixtures requiring bulb replacement, shall be remedied as quickly as possible upon discovery.

26.1.1.9. Elevators

26.1.1.9.1. The Concessionaire shall maintain elevators and lifts and similar devices in safe and operable condition. The Concessionaire shall ensure that annual such equipment is inspected by a third party inspector that is qualified to conduct said inspection. Only qualified personnel may conduct maintenance on this type of equipment. The Concessionaire shall retain copies of all inspections over the course of the Contract and make them available to State.

26.1.1.10. Heating, Ventilation and Air Conditioning (HVAC) Systems

26.1.1.10.1. The Concessionaire is responsible for operating, maintaining, repairing and replacing any HVAC systems associated with Concession Facilities.

- 1143 26.1.1.10.2. All HVAC systems shall be inspected annually and shall be kept clean,
1144 maintained and operating in accordance with manufactures instructions.
- 1145 26.1.1.10.3. All repairs to HVAC equipment shall be conducted by a certified HVAC
1146 technician. The Concessionaire shall retain copies of all inspections over the
1147 course of the Contract and make them available to State.
- 1148 26.1.1.10.4. Chimneys, Stoves, Fireplaces and exhaust ducts shall be cleaned and
1149 inspected not less than once per year. Chimneys that serve active fireplaces or
1150 solid burning stoves shall be lined, provided with spark arrestors and maintained in
1151 good working order.
- 1152 26.1.1.11. Stairways
- 1153 26.1.1.11.1. Shall be free from clutter, well lighted and shall have no slip surfaces
- 1154 26.1.1.12. Meeting Rooms
- 1155 26.1.1.12.1. Meeting rooms should be clearly marked and supplied with well-maintained
1156 furniture. A system for identifying what groups are in each meeting rooms should
1157 exist. A posting of the daily groups meeting in each room should be visible as
1158 visitors enter the conference room area.
- 1159 26.1.1.13. Drinking Fountains
- 1160 26.1.1.13.1. All public drinking fountains shall be clean and in good working order.
- 1161 26.1.1.14. Trash/Recycling
- 1162 26.1.1.14.1. All trash cans within public view shall not be overflowing. Separate
1163 containers to provide for recycling shall be provided.
- 1164 26.1.1.15. Emergency Lighting/Exit Lights/Emergency Exits
- 1165 26.1.1.15.1. Lights on permanent structures shall be on emergency circuits and operable
1166 at all times. Emergency exits in all areas of the facility shall be adequately marked
1167 and not blocked.
- 1168 26.1.1.16. Carbon Monoxide
- 1169 26.1.1.16.1. Carbon Monoxide (CO) detectors shall be operating and present in all
1170 hallways or public spaces adjacent to those areas that incorporate gas or oil
1171 powered heating equipment (e.g. laundry rooms) or public areas with fireplaces.
1172 Hard wired detectors are preferred. When battery operated detectors are used they
1173 shall be tested monthly and batteries replaced monthly.
- 1174 26.1.2. Exterior Systems
- 1175 26.1.2.1. Lighting
- 1176 26.1.2.1.1. The Concessionaire is responsible for the repair and maintenance of all
1177 exterior lighting within their land assignment. Only State approved exterior
1178 lighting fixtures may be used. County dark sky ordinances shall be observed, if in
1179 existence.
- 1180 26.1.2.2. Roofs
- 1181 26.1.2.2.1. The Concessionaire shall inspect roofs no less than once annually to ensure
1182 that roofing materials are intact and free of deterioration that may affect the
1183 structural quality and are not jeopardized by any overhanging limbs or other
1184 vegetation.
- 1185 26.1.2.3. Drainage Gutters and Downspouts
- 1186 26.1.2.3.1. The Concessionaire shall ensure that gutters, downspouts, and drains remain
1187 property attached to each facility and function as intended. The
1188 Concessionaire shall inspect, repair and clean gutters and downspouts and roof
1189 drains at least once a year to ensure the structures are free of obstructions, clear
1190 and operational. As may become necessary due to weather events, the
1191 Concessionaire will respond appropriately to correct impaired drainages.

1192 26.1.2.4. Doors, Windows and Screens

1193 26.1.2.4.1. The Concessionaire shall maintain doors, windows and screens in good
1194 operational condition.

1195 26.1.2.5. Siding and Walls

1196 26.1.2.5.1. The Concessionaire shall maintain siding and walls to prevent moisture
1197 from entering facilities or deterioration of siding materials. Walls and trims shall
1198 be maintained in good condition free of chips, and damaged components.

1199 26.1.2.6. Ventilation

1200 26.1.2.6.1. The Concessionaire shall ensure that structural ventilation is working
1201 suitably within the structures. The structural ventilation shall be inspected on an
1202 annual basis to ensure that air circulation is functioning as designed.

1203 26.1.2.7. Foundations

1204 26.1.2.7.1. The Concessionaire shall inspect foundations on an annual basis to ensure
1205 that are structurally sound and maintain them to prevent deterioration.

1206 26.2. **Signs**

1207 26.2.1.1. The Concessionaire shall maintain and replace all interior and exterior signs
1208 relating to its operations and services within the Facilities and directional signs that
1209 relate specifically to concession operations.

1210 26.2.1.2. There may arise temporary situations that call for a message to be conveyed to the
1211 public, without going to the expense of a professionally made sign. In such cases, a
1212 laminated computer-generated sign will usually suffice for temporary purposes.
1213 Concession staff shall avoid signs taped to doors and windows, especially where a
1214 positive first impression to our visitors may be compromised.

1215 26.2.1.3. The State has the right to install signs within Facilities, after consultation with the
1216 Concessionaire.

1217 26.2.1.4. Kiosks and public information panels in the contract area shall be kept in a
1218 satisfactory manner, and current with the information posted. Objectionable material
1219 shall never be posted on such information devices. The State shall reserve the right to
1220 remove items deemed inappropriate, unsightly, or out of date.

1221 26.3. **Grounds and Landscaping**

1222 26.3.1.1. Grounds Keeping

1223 26.3.1.1.1. The Concessionaire will maintain the land area assignment grounds free of litter
1224 and from domestic animal waste.

1225 26.3.1.1.2. Loss of vegetation and erosion impacts caused by concession operator's use shall
1226 be prevented and/or corrected in accordance with approved State (park) vegetation
1227 management plans.

1228 26.3.1.1.3. Nails, ropes, wire, etc. will be removed from trees whenever found.

1229 26.3.1.1.4. Grass and other ground vegetation shall be maintained to a maximum height of six
1230 inches (6"), and a minimum distance of thirty-six inches (36") away from developed
1231 facilities.

1232 26.3.1.1.5. In order to ensure environmental protection and public safety, herbicides and
1233 pesticides may only be used to control undesirable vegetation, aquatic plants, insects,
1234 rodents, trash fish, and other pests and weeds. Concession staff will make all attempts
1235 to prevent the spread of noxious plants, will act affirmatively to identify such noxious
1236 plants, and treat or remove such plants in a timely fashion (and replant desired
1237 vegetation if necessary).

1238 26.3.1.1.6. Application of herbicides and pesticides shall be through the use of licensed staff or
1239 contractors. If herbicides are to be used, the Concessionaire shall seek to administer

these during low-use visitation periods, provided the herbicides will be effective.

Should treated plants become a fire hazard, they should be removed accordingly.

26.3.1.2. Tree and Shrub management

26.3.1.2.1. Trees shall be maintained in a hazard-free manner, according to the standards utilized by State. Lawns, shrubs, and other vegetation shall be kept mowed, trimmed, watered, fertilized and maintained in such a manner as to provide for healthy vegetation, aesthetically pleasing appearance, and safe conditions for visitors.

26.3.1.3. Roads, Parking Areas and Walkways

26.3.1.3.1. The Concessionaire shall maintain and keep in good repair all roads, curbs, parking islands, paved sidewalks, other walkways and parking areas within the land area assignment.

26.3.1.3.2. Roads, walkways and parking spurs will be blown or swept as needed to remove needles, leaves or other debris as needed. Shoulders of roads will be kept mowed and trimmed. Grass and brush will be trimmed around signposts and traffic control devices. Ditches and culverts shall be cleaned and maintained to allow proper drainage.

26.3.1.3.3. Parking bumper blocks, bollards, and barriers will be routinely checked for damage. Wood, rock, concrete and other barriers will be inspected and maintained in a safe and stationary condition. Barriers will be replaced as needed, matching existing materials, colors and style. Bollards, barrier rocks, and other such delineation devices will be straightened or replaced to control and regulate proper use. Excess vegetation around barriers shall be trimmed to keep barriers visible

26.3.1.4. Winter Preparation

26.3.1.4.1. Certain utility systems within the Facilities may require winterization in order to prevent damage from freezing. In such cases, the Concessionaire shall follow the procedures provided by the State in order to maintain systems in functional condition. The Concessionaire shall winterize and secure any unoccupied structures and reopen said properties properly. The Concessionaire will be responsible for any damage that results from inadequate preventative measures regardless of the season at its own costs.

26.3.1.5. Snow Removal

26.3.1.5.1. The Concessionaire shall remove snow from roofs, entrances, porches, walkways and roads and parking areas within the land assignment.

26.4. **Tables, Grills, & Outdoor Amenities**

26.4.1.1. Concession staff will remove food particles, grease, or other debris from tables and benches. Graffiti will be removed from tabletops and benches upon discovery or notification.

26.4.1.2. Excessive grass or vegetation shall be trimmed from around the table area.

26.4.1.3. There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.

26.4.1.4. Tables shall be level, and secured to the ground to prevent relocation or theft. Wooden tables shall be painted on a three-year rotating cycle.

26.4.1.5. Ashes from fire rings and grills will be removed with metal buckets and placed in an appropriate refuse container or area until cooled. Fire rings will be kept free of litter. Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4") inches of free side clearance. Care will be taken to avoid mixing hot ashes with combustible materials. Ashes will not be hauled away from the site until fully cool.

26.5. **Utilities**

- 1289 26.5.1. General
- 1290 26.5.1.1. The Concessionaire shall operate, repair, replace and maintain all interior
- 1291 and exterior utility systems within the Facilities assigned as part of the Contract.
- 1292 26.5.1.2. Operation, repair and replacement of these systems shall comply with State
- 1293 and local utility guidelines.
- 1294 26.5.1.3. The Concessionaire shall not extend or alter utility systems without prior
- 1295 written approval of the State.
- 1296 26.5.1.4. All utility services not provided by State shall be done by independent
- 1297 suppliers that the Concessionaire shall pay directly.
- 1298 26.5.2. Electricity
- 1299 26.5.2.1. The Concessionaire shall be responsible for activating, maintaining, and paying for
- 1300 electrical service by establishing an account with the electric service provider. The
- 1301 Concessionaire shall be responsible for maintaining the secondary electrical lines and
- 1302 equipment (conduit, fuses, panel, switches, transformers, lines, etc.) that are supplying
- 1303 the Facilities within the land area assignment including minor repairs, as may become
- 1304 necessary.
- 1305 26.5.2.2. The Concessionaire shall ensure that all electrical circuits under its control meet or
- 1306 exceed the standards for the National Electrical Code.
- 1307 26.5.2.3. The Concessionaire shall have the responsibility for replacing any electrical
- 1308 systems within the Facilities that are damaged as a result of negligence of the
- 1309 Concessionaire or its employees and contractors while working on or operating
- 1310 Concessionaire equipment.
- 1311 26.5.3. Natural Gas or LPG
- 1312 26.5.3.1. The Concessionaire may contract with a local service provider to provide liquid
- 1313 propane gas (LPG) or natural gas for contract area facilities, as necessary. The
- 1314 Concessionaire shall be responsible for activating, maintaining, and paying for such
- 1315 services within the land areas assignment.
- 1316 26.5.3.2. The Concessionaire shall conduct and document inspections of its gas storage
- 1317 systems in accordance with Applicable Laws.
- 1318 26.5.3.3. Placement of new, additional or replacement tanks shall receive prior written
- 1319 approval of the State. A State certified inspector shall inspect all gas tank installations at
- 1320 the Concessionaire's expense.
- 1321 26.5.4. Water Systems
- 1322 26.5.4.1. At all Parks the Concessionaire receives water from a shared system with other
- 1323 park operational systems, and the State will provide water to a main supply valve,
- 1324 servicing the land area assignment. The Concessionaire shall be responsible for
- 1325 maintenance, repair and operation of all water systems within the land area assignment.
- 1326 26.5.4.2. Concession staff will utilize the following maintenance standards for all water
- 1327 fountains/hydrants included in the land area assignment area:
- 1328 26.5.4.2.1. All units and faucets flow freely and operate properly.
- 1329 26.5.4.2.2. Catch basins shall be kept free of food particles, soap, grease, debris and
- 1330 standing water.
- 1331 26.5.4.2.3. Painted surfaces/water devices shall be maintained in clean condition.
- 1332 26.5.4.2.4. Faucets and drains will be cleaned and maintained as needed.
- 1333 26.5.4.2.5. Drain areas at spigots and well pumps shall drain properly.
- 1334 26.5.4.2.6. Gravel in gray water sumps shall be removed and replaced as needed.
- 1335 26.5.5. Sewage & Effluent
- 1336 26.5.5.1. At all parks but Fall Creek Falls, Pickwick and Natchez, the Concessionaire may
- 1337 contract with a local service provider to pump and dispose of any sewage from

1338 facilities, as needed.

1339 26.5.5.2. At Fall Creek Falls, Pickwick and Natchez, the Concessionaire is receiving sewage
1340 services from the State. The Concessionaire shall be responsible for maintaining
1341 secondary sewer lines and equipment that are supplying the Facilities within the land
1342 area assignment.

1343 26.5.5.3. The Concessionaire shall ensure that humans are free from unhealthy exposures to
1344 waste that might result from sewage disposal, or normal operation and use of Facilities.

1345 26.5.5.4. The Concessionaire has the responsibility to install and maintain grease traps in
1346 accordance with Tennessee Department of Environment and Conservation regulations
1347 for water quality and other regulatory sources to assure that grease does not flow into
1348 the wastewater systems. The responsibility for maintenance shall include inspecting
1349 traps, pumping grease traps and as needed disposing of grease in safe and sanitary
1350 manner on a frequency not less than twice a year. If a grease trap fails, the
1351 Concessionaire shall immediately notify the Contract Director to mitigate impacts on the
1352 wastewater treatment plan.

1353 26.5.6. Telephone, Internet and Television Services

1354 26.5.6.1. The Concessionaire shall contract directly with commercial providers for telephone,
1355 internet and television service to the Facilities. Installation and location proposals shall
1356 be submitted to the State prior to commencing the projects.

1357 26.5.7. Fire Prevention and Protection Systems.

1358 26.5.7.1. General

1359 26.5.7.1.1. The Concessionaire shall ensure that all buildings, facilities and support
1360 equipment within the Facilities meets or exceeds NFPA Fire Codes, including the
1361 FPPA Life Safety Code and Uniform Fire Code as adopted by the State of
1362 Tennessee, unless specific variance is approved in writing by the State.

1363 26.5.7.2. Testing

1364 26.5.7.2.1. The Concessionaire shall install, inspect, operate and maintain fire detection,
1365 initiating alarm, and notification systems and equipment and fixed and portable
1366 fire suppression systems and equipment in good working order in the Facilities in
1367 accordance with Applicable Laws.

1368 26.5.7.3. Repairs and Outages

1369 26.5.7.3.1. The Concessionaire shall ensure that the fire protection systems are in
1370 service at all times. If systems are being repaired, the Concessionaire shall provide
1371 adequate means of alternate protection. The Concessionaire shall notify the
1372 Contract Director immediately regarding any system outages or repairs as well as
1373 the plan for addressing.

1374 26.5.7.4. Inspections

1375 26.5.7.4.1. Within thirty (30) days of the beginning of each contract year, the
1376 Concessionaire shall ensure that a full facility inspection has occurred. Copies of
1377 the inspection shall be forwarded to the Contract Director. If the inspection
1378 identifies any hazards or deficiencies, the Concessionaire shall correct them either
1379 immediately (for immediate life safety issues) or within ten (10) days (for non-
1380 immediate life safety issues).

1381 26.5.8. Refuse and Waste Disposal

1382 26.5.8.1. The Concessionaire shall be responsible for contracting with a local solid waste
1383 disposal company for the removal of waste from within the contract area. The
1384 Concessionaire shall be responsible for positioning an adequate number of dumpsters
1385 and trash receptacles to maintain refuse and waste disposal in a slightly and odor-free
1386 manner. The number of receptacles, their size, color, style, and condition shall be

approved by the State. Overflowing solid waste containers are not permissible, and the disposal of only legal substances shall be allowed.

26.5.9. Recycling

26.5.9.1. Concession staff may provide recycling collection centers for various types of recycling (aluminum, plastic, glass), in accordance with recycling efforts managed by the State. Collection centers will be properly posted, maintained in a clean and presentable condition, and made resistant to intrusions from native wildlife. Concession staff will transport collected recyclable materials to an authorized reclamation center.

26.6. *Golf Course Maintenance*

26.6.1. Golf Course Maintenance Plan

26.6.1.1. The Concessionaire will develop and submit annually golf course maintenance plans for both in and out of season operations which include the maintenance of the greens, tees, fairways, roughs, natural growth areas, bunkers, and course irrigation features. Daily, seasonal and annual practices shall be covered in this plan. The objective of said plans is to provide golf course maintenance standards that provide equal or greater quality commensurate with the public golf courses.

26.6.2. Greens.

26.6.2.1. All greens are to be smooth and firm, with well-defined playing surfaces. Cups, flag sticks and flags are to be uniform, clean, and in good repair. The goal is to have a consistent putting speed on all putting surfaces.

26.6.2.2. All greens will be maintained according to their in and out of season requirements. In season mowing should match growth to maintain quality playing conditions. Out of season maintenance shall be as required.

26.6.2.3. Ball marks, divots, and other damaged turf areas on greens and practice greens will be repaired.

26.6.2.4. Cup locations on all greens and practice putting greens will be changed routinely during the active season. Cup locations will be moved a sufficient distance from the previous placement.

26.6.2.5. All greens and practice putting greens will be aerated a minimum of two times per year.

26.6.2.6. Fertilizer applications will be based on the agreed upon Integrated Pest Management Program.

26.6.3. Tees.

26.6.3.1. Tees are to be smooth, clean, and properly directed, with amenities in good condition and repair, consistent and uniform. Tee markers are to be rotated consistent with cup rotation system and aligned with the line of play.

26.6.3.2. Tees will be mowed on a regular basis.

26.6.3.3. All worn areas on tees shall be top-dressed to fill divots and level tee surface.

26.6.3.4. Tee markers and tee equipment will be changed regularly during the active season.

26.6.4. Fairways.

26.6.4.1. Fairways are all areas of play except greens, tees, roughs and natural growth areas. Fairways shall be mowed and maintained distinct in height from rough areas.

26.6.4.2. Fairways will be mowed on a regular basis.

26.6.4.3. Fairways shall be aerified a minimum of one time per year during the growing season.

26.6.5. Roughs.

26.6.5.1. Roughs are all turfed areas of play, except greens, tees and fairways and natural growth areas. Roughs shall be maintained and mowed distinct in height from fairways.

26.6.5.2. Fairway-to-tree-line play areas shall be aerified as necessary.

1436 26.6.6. Natural Growth Areas.

1437 26.6.6.1. All areas in which native or introduced vegetation is allowed to survive without
1438 routine mowing, cultivating, irrigation, or other routine maintenance procedures. These
1439 may be out of play areas, steep slopes, barriers, windbreaks, nature trails, etc. Such
1440 areas are to be maintained substantially free of trash, noxious weeds, and non-native
1441 vertebrate pests, and in such manner as to comply fully with Applicable Laws. Natural
1442 growth areas are necessary and desirable to maintain whenever practical.

1443 26.6.7. Bunkers.

1444 26.6.7.1. All bunkers shall be edged as necessary to maintain an appropriate lip and shall be
1445 raked a minimum of three times per week in season and as necessary out of season.

1446 26.6.7.2. Sand depth shall be adequate to ensure playability at a minimum of 2".

1447 26.6.7.3. Replacement sand will be suitable for bunker use.

1448 26.6.7.4. Reasonable efforts will be employed to keep bunkers free of vegetation, leaves,
1449 rocks, or pooled water, and sand depths maintained to ensure playability.

1450 26.6.8. Irrigation.

1451 26.6.8.1. Irrigation systems shall be maintained in good repair. All heads, valves,
1452 controllers, wiring, and pipe as needed to maintain the proper operation of the entire
1453 golf course irrigation system (including greens, tees, fairways, roughs, beds, etc.) shall
1454 be repaired and or replaced on an on-going basis.

1455 26.6.8.2. The golf course shall be irrigated as necessary to support proper growth of turf
1456 where irrigation is available

1457 26.6.8.3. Drainage. Golf course drainage systems, underground and surface, will be
1458 maintained and in good repair.

1459 26.6.8.4. Aquatics. All water features (including lakes, ponds and streams) shall be
1460 maintained in a safe and sanitary manner, and in good appearance.

1461 26.7. **Marina Maintenance**

1462 26.7.1.1. Slips/Moorings Identification

1463 26.7.1.1.1. Each mooring and/or slip shall be clearly and uniformly marked. Buoy
1464 markings shall conform to applicable uniform federal or State waterway marking
1465 systems.

1466 26.7.1.2. Cleats

1467 26.7.1.2.1. Cleats shall be properly placed and secured for use at each slip area. No
1468 loose or missing cleats are evident. An adequate number and size of cleat shall be
1469 available to properly secure the vessel to the dock.

1470 26.7.1.3. Lines

1471 26.7.1.3.1. Lines shall be adequate in size and condition to properly secure the vessel to
1472 the dock. Roping system characteristics shall be consistent throughout the
1473 operation.

1474 26.7.1.4. Breakwater

1475 26.7.1.4.1. Any provided breakwater should be in good working condition. Exposed
1476 tire breakwaters are acceptable, but if possible should be encased to the greatest
1477 degree possible with a light-colored material to maximize marina aesthetics and
1478 visibility. Material of covers shall be free of tears and well-secured to the docking
1479 system.

1480 26.7.1.5. Dock Carts (if applicable)

1481 26.7.1.5.1. Dock carts shall be in good condition and in reasonable quantity to handle
1482 normal demands. Carts shall be stored in an orderly manner in a convenient and
1483 dedicated area.

1484 26.7.1.6. Utilities

- 1485 26.7.1.6.1. Electrical
- 1486 26.7.1.6.2. All slip electrical outlets shall be marine grade hard wire attached feeds
- 1487 with covers connected to a working ground fault interrupter. The Concessionaire
- 1488 shall post warning signs of shock risk
- 1489 26.7.1.6.3. Water
- 1490 26.7.1.6.3.1. All slip water lines shall be operational with working water spigots
- 1491 and equipped with operational back flow preventers.
- 1492 26.7.1.7. Flotation Systems
- 1493 26.7.1.7.1. Encapsulated foam shall be the standard for all docking systems. Where
- 1494 encapsulation does not exist presently (Paris Landing Dock B and C and Pickwick
- 1495 Landing Rental Slips) a priority shall be made to include these as maintenance
- 1496 reserve expenditures. Tank flotation technology is an acceptable solution for
- 1497 encapsulated foam. System should be sturdy and free of broken or uneven
- 1498 sections.
- 1499 26.7.1.8. Decking
- 1500 26.7.1.8.1. Decking may be of concrete, fiberglass, composite or pressure treated
- 1501 wood. All dock surfaces shall be clean, free of unnecessary obstructions and well
- 1502 maintained. All dock surfaces should be clean, free of unnecessary
- 1503 debris/obstructions, and well-maintained overall. Railings should be in good
- 1504 repair and sturdy enough to support visitor use.
- 1505 26.7.1.9. Gangways
- 1506 26.7.1.9.1. Gangways and railings should be in good repair and sturdy enough to
- 1507 support visitor use. All gangway surfaces shall be secured with screws and should
- 1508 be clean, free of unnecessary debris/obstructions, and overall well-maintained.
- 1509 Railings, where required, should be in good repair and sturdy enough to support
- 1510 visitor use. All infrastructure/utilities necessary to service slips should be
- 1511 contained and out of sight.
- 1512 26.7.1.10. Breakwater
- 1513 26.7.1.10.1. Any provided breakwater should be in good working condition. Exposed
- 1514 tire breakwaters are acceptable, but if possible should be encased to the greatest
- 1515 degree possible with a light-colored material to maximize marina aesthetics and
- 1516 visibility. Material of covers shall be free of tears and well-secured to the docking
- 1517 system.
- 1518 26.7.1.11. Lighting
- 1519 26.7.1.11.1. Adequate lighting throughout the marina shall be provided for ramps,
- 1520 docks, slips and other public areas for nighttime operations.
- 1521 26.7.1.12. At least one Coast Guard approved throw type flotation device should be located in
- 1522 clear view on the gas dock and at appropriate intervals on all other docks.
- 1523 26.7.1.13. Covered Overhangs
- 1524 26.7.1.13.1. Overhang structures are adequately maintained, sturdy and well-reinforced
- 1525 with covered area appropriately sized to the slip(s). Roof is free of leaks and
- 1526 material is consistent throughout.
- 1527 26.7.1.14. Dry boat storage
- 1528 26.7.1.14.1. Storage, if offered, shall be located away from guest service areas, secured,
- 1529 appropriately screened, adequately sized for its intended use, free of debris and
- 1530 orderly.
- 1531 26.7.1.15. Sewage Pump Out
- 1532 26.7.1.15.1. Sewage pump out stations shall be operable, clean, and well-maintained and
- 1533 emptied on a regular basis.

26.7.1.16. Winterization

26.7.1.16.1. Concessionaire shall provide any winterization activities such as water shut-off, ramp and dock removals, storage of dock carts, etc. When the de-icing system is in operation, it shall be routinely checked.

27. Specific State Maintenance Responsibilities**27.1. State Disruptions**

27.1.1. Should State disrupt the land or Facilities within the Concessionaires land area assignment, State shall provide mitigation signage, barriers and replanting efforts as are needed.

27.2. State Facilities

27.2.1. State shall provide staff review of Concessionaire plans and proposals, inspection and evaluation of processes and programs developed by the Concessionaire. Additionally, the State reviews the maintenance plans and monitors Concessionaire projects as outlined in the Maintenance Plan.

27.3. Signs

27.3.1. State has responsibility for installing, maintaining and replacing all regulatory and directional signage.

27.4. Utilities

27.4.1. Identification of Services by Park. For those systems provided, the following are the responsibilities of the State.

27.4.2. Electric Service.

27.4.2.1. None

27.4.3. Water

27.4.3.1. The State shall provide potable water to all the Concession Facilities. Charges for water supply will be based upon metering systems that shall be installed. The State furnishes connections, meters, and shut off valves from the source to the main supply lines. The State provides and maintains fire hydrants.

27.4.4. Sewage & Wastewater

27.4.4.1. The State provides wastewater collection and treatment services to Fall Creek Falls, Pickwick and Natchez. The State assumes responsibility for wastewater collection at the sewer main where the major points of collection occur. The State operates and maintains lift stations.

27.4.5. Refuse and Garbage

27.4.5.1. None

27.5. Roads and Parking Areas

27.5.1. The State shall maintain all roads and parking areas identified outside of the Concessionaire's Land Area Assignment. The State responsibility is road surface up to but not including the curb or sidewalk.

27.6. Boat Launches

27.6.1. Boat launches within the Land Area Assignment shall be maintained by the Concessionaire. The boat launching maintenance shall include surfaces, repairing cracks, trash pickup, cleaning sediment deposits, vegetation management, mowing, and trimming. Boat launch replacements will be the responsibility of the State.