

**Exhibit B-Release #2
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 Park Manager. 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.

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

8. Human Resources

8.1. Management Point of Contacts

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

8.2. Experience

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

8.3. Employee Identification

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

8.4. Employee Code of Conduct

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

8.5. Employee Hiring Procedures

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

8.6. Staff Training and Orientation

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

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

194 **13. Community and Friends Group Engagement**

195 13.1. The Concessionaire shall be responsible for supporting State and its partners to provide
196 community and friend's group support and engagement. Each park has provided a listing of
197 current events that State would at a minimum desire to continue to support. On an annual basis,
198 the Concessionaire and State shall review said listing of events and identify the level of support
199 that shall be provided. While the type of special events can change over the course of the
200 Contract, State shall require that the minimum number of events initially outlined shall be
201 maintained.

202 **14. Risk Management**

203 14.1. The Concessionaire is responsible for providing a safe and healthy environment for its
204 employees and visitors. To ensure that this occurs, the Concessionaire shall be responsible for
205 ensuring the following inspections and plans are in place. State has the right at any time to review
206 the process, procedures and compliance with these risk management areas.

207 14.2. Hazard Mitigation and Safety Inspections

208 14.2.1. The Concessionaire shall perform detailed safety inspections at least annually,
209 documenting the inspection results in a pre-approved format, and presenting the documented
210 findings to the Contract Director annually. Additionally, a hazard prevention, safety and
211 health inspection shall be conducted prior to the high-visitation season(s). All safety and
212 health issues should be thoroughly documented, and needed corrective actions implemented
213 to mitigate them as quickly as possible.

214 14.3. Emergency Response Plan

215 14.3.1. The Concessionaire shall submit a plan, and update it annually, identifying specific
216 emergency response procedures with input from park management for incidents occurring in
217 the contract area in the following categories:

218 14.3.1.1. Medical

219 14.3.1.2. Fire

220 14.3.1.3. Rules Compliance/Law Enforcement

221 14.3.1.4. Weather Emergencies

222 14.3.2. The emergency response plan shall include evacuation procedures for guests and
223 employees as well as procedures for safeguarding valuables.

224 14.3.3. The emergency response plan shall include the identification of the chain of
225 communication and command.

226 14.3.4. The emergency response plan shall indicate the levels of emergency response training staff
227 have received, and a process for evaluating emergency responses after the required reporting
228 has taken place.

229 14.3.5. Concession staff shall demonstrate professionalism in all emergency responses, and
230 comply with Agency policies, and local procedures established by the State.

231 14.4. Security Procedures

232 14.4.1. The Concessionaire shall be responsible for securing its own personal property, as well as
233 any real or personal property, placed into the care of the Concessionaire for the purposes of
234 performing the Concessionaires responsibilities under the contract. The specific procedures
235 for the safeguarding and security of all such property shall be established, in writing, by the
236 concessionaire. Procedures shall be made available for review by the State upon request.

237 14.5. Acknowledgement of Risk

238 14.5.1. The Concessionaire shall develop for State review a “Visitors Acknowledgement of Risk
239 and Liability” form to be signed by visitors when they use or participate in services that
240 involve a higher than standard degree of risk or liability. On an annual basis, the listing of
241 activities which shall qualify under this category shall be identified and discussed.

242 14.6. Risk Prevention

243 14.6.1. As a minimum standard, concession staff shall watch for and seek to prevent the following
244 hazards in the contract area:

245 14.6.1.1. Excessive concentrations of bees, hornets, wasps, ants, and other insects.

246 14.6.1.2. Slippery floors in restrooms and other structures.

247 14.6.1.3. Protruding nails, bolts, wire ends, splinters, etc. on fences, buildings, table seats or
248 other improvements.

249 14.6.1.4. Loose traffic barriers.

250 14.6.1.5. Hazards on docks, and other water-based resources.

251 14.6.1.6. Missing or damaged navigational aids or buoys.

252 14.6.1.7. Toxic plants.

253 14.6.1.8. Broken glass or sharp fragments of metal or plastic.

254 14.6.1.9. Unsanitary conditions, such as unauthorized effluent dumping, etc.

255 14.6.1.10. Hazards and objects on walkways, paths, and trails.

256 14.6.2. When risk conditions are identified, concession staff shall implement the following steps:

257 14.6.2.1. Inform all persons who are at imminent risk.

258 14.6.2.2. Take all prudent and necessary actions to protect the public.

259 14.6.2.3. Immediately report the hazard to any other employee(s) that may be affected, or
260 who may be able to help remedy the hazard.

261 14.6.2.4. Remedy the hazard risk as feasible, and document the action taken.

262 14.7. Hazardous Materials Storage

263 14.7.1. Concession staff may need to store small amounts of materials such as fuel for equipment,
264 paints, pesticides, herbicides and cleaning/disinfecting products on the park. Materials stored
265 within the contract area shall be stored in designated hazardous materials sheds or approved
266 storage facilities. In all cases, care will be taken to store all potentially hazardous materials in
267 an approved and properly ventilated facility.

268 14.7.2. MSDA information on all hazardous material shall be maintained on file with each
269 Concessionaire Park Manager

270 14.8. Vehicle and Equipment Safety

271 14.8.1. Vehicles and Equipment will be in compliance with State and Federal safety standards.
272 This applies to all vehicles, vessels and equipment used by the Concessionaire for it
273 operations, as well as for vehicles, vessels and equipment used as rental equipment for
274 visitors. Additionally, all concession-owned vehicles, vessels and equipment shall be clearly
275 identifiable as belonging to or associated with concession operations.

276 14.9. Fire Prevention and Protection

277 14.9.1. The Concession Site Manager shall have a close working relationship with the Park
278 Manager, and the fire district that has the most immediate response jurisdiction for the park.
279 Prevention efforts should be carefully coordinated with the district. At a minimum, the
280 concession operator should have:

281 14.9.1.1. Clear procedures for the notification of the responding district(s)

282 14.9.1.2. Adequate emergency communications

283 14.9.1.3. A current list of Emergency Phone Numbers

284 14.9.1.4. Basic fire equipment & proper storage of equipment

285 14.9.1.5. An evacuation plan that has been coordinated with the Park Manager, and local fire
286 and law enforcement agencies

287 14.9.1.6. Regular training and review of procedures with park staff

288 14.9.1.7. An emergency equipment maintenance schedule

289 14.10. Accessibility Guidelines and Compliance

290 14.10.1. Current Federal and State of Tennessee regulations pertaining to ADA/ABA
291 Accessibility Guidelines shall be integrated into concession operations. Concession
292 management staff shall ensure effective communication with all visitors with disabilities,
293 including persons with impaired vision or hearing, so that all visitors may be adequately
294 informed about accessible services, activities, and facilities within the contract area.

295 14.11. Incident Management, Documentation

296 14.11.1. An incident report should be used by the Concessionaire to document and record any
297 occurrence that is out of the ordinary (typically related to law enforcement or risk
298 management), or which may involve the need for follow-up at a later time. Typical examples
299 of incident report types include accidents, injuries (or deaths), theft, vandalism, natural
300 disaster, all 911 calls to emergency services agencies, property damage, and any incident that
301 may involve an insurance carrier (i.e. civil liability). If in doubt, the Concessionaire should
302 write the report. Such reports are to be shared with park management staff within 24 hours.

303 **15. Operational and Financial Reporting**

304 15.1. Operational Reports

305 15.1.1. Management Listing: including name, email and cell and land line information for all
306 management staff. This listing shall be provided on an annual basis and updated as changes
307 occur.

308 15.1.2. Staff listing: listing of all Concessionaire staff and identification information. Updated
309 quarterly. Vehicle Listing Report: including listing of all vehicles used by the Concessionaire

310 15.1.3. Annual Rate Report providing listing of all established rates

311 15.1.4. Incident Reports: As occurred

312 15.1.5. Hazard Mitigation and Safety Inspection Annual summary report

313 15.1.6. Emergency Response Plan

314 15.1.7. Annual Staff Training Calendar

315 15.1.8. Visitor Usage Reporting shall be provided on a monthly and annual basis. The following
316 is the data requested by land use.

317 15.1.8.1. Overnight Accommodations (e.g. lodging and cabins, etc.)

318 15.1.8.1.1. Rooms available

319 15.1.8.1.2. Rooms occupied

320 15.1.8.1.3. Total rooms revenue

321 15.1.8.1.4. Average daily room rate

322 15.1.8.2. Food and Beverage

323 15.1.8.2.1. Number of covers by outlet by meal period

324 15.1.8.2.2. Total food and beverage revenue

325 15.1.8.2.3. If banquet space exists, documentation of # of functions, function size and
326 total revenue by function

327 15.1.8.3. Retail/Merchandise

328 15.1.8.3.1. Number of transactions by outlet

329 15.1.8.3.2. Total revenue by outlet

330 15.1.8.4. Marina Operations

331 15.1.8.4.1. Number of wet/dry storage slips available

332 15.1.8.4.2. Number of wet/dry storage slips occupied

333 15.1.8.4.3. Total marina slip revenue by revenue source

334 15.1.8.5. Tour Operations

335 15.1.8.5.1. Number of available tour seats

- 336 15.1.8.5.2. Number of occupied tour seats
337 15.1.8.5.3. Total tour revenue
338 15.1.8.6. Rental Operations
339 15.1.8.6.1. Number of available rental items by type
340 15.1.8.6.2. Usage of rental items by type
341 15.1.8.6.3. Total rental revenue.
342 15.1.8.7. Golf Operations
343 15.1.8.7.1. Number of rounds by type
344 15.1.8.7.2. Number of cart rentals
345 15.1.8.7.3. Revenue per round
346 15.1.8.7.4. Number of golf tournaments and attendance
347 15.2. Financial Reports
348 15.2.1. Monthly Concession Fee Payment: due within fifteen (15) calendar days after the end of
349 the month.
350 15.2.2. Monthly Adjusted Gross Receipts: submitted with the monthly concession fee payment.
351 15.2.3. Concessionaire Financial Statement Report: submitted no later than September 30th of each
352 year. This report shall be audited by an independent Certified Public Accountant. The
353 income Statement shall be organized using the uniform system of accounts for each asset
354 type. (i.e. lodging, Uniform Systems of Accounts for the Lodging Industry). Included in this
355 report shall be a summary of maintenance reserve and personal property reserve
356 expenditures.
357 15.2.4. Annual Operating Budget: Budget provided one month in advance of the end of each
358 contract year. For the initial contract year, the Annual Operating Budget must be provided at
359 least thirty (30) days prior to the Transition Date.

360 16. Communications

- 361 16.1. In order to facilitate efficient and safe operations, the Concessionaire may utilize a variety
362 of communications equipment, the extent and complexity dependent upon the scope of the
363 contracted operations. Professional-grade communications equipment enhances services, and
364 benefits the visitor experience by providing an increased level of security and safety.
365 Professional-grade communications equipment typically involves the use of public airwaves,
366 which are monitored and regulated by the Federal Communications Commission. As such,
367 Federal licensing and use guidelines shall be followed. The Concessionaire shall notify within
368 thirty (30) days the Contract Director as to the strategy employed for Communication equipment
369 and procedures. All communication protocols shall be reviewed with the Contract Director and
370 Park Manager.

371 17. Lost & Found Procedures

- 372 17.1. The Concessionaire shall establish a formal lost and found procedure as a service to
373 visitors. A log shall be kept for all found items, items returned (and to whom), and unclaimed
374 items turned over to park management.

375 18. Sub-Concessionaire Services

- 376 18.1. Sub-concessionaires shall be held to the same standards as the primary concession
377 operator.

378 19. Reservation Systems

- 379 19.1. Reservations systems for all applicable land uses shall provide for advanced reservations
380 and ensure that all visitors have equal access to a reservation opportunity. Reservation services
381 shall be available via internet or telephone. If they are available via internet they should be
382 available on a 24 hour real time basis. If available via telephone, service should be available
383 during normal business hours. Confirmation numbers shall be provided to all guests. Policies and

procedures regarding check in and checkout 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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- 433 Exterior doors are well maintained and have limited numbers of scratches,
 434 scuffs or marks. All guest room windows that open shall provide a lock
 435 which secures the window in a closed position.
- 436 22.1.1.1.4. Safety
- 437 22.1.1.1.4.1. Smoke Detectors- An operational single-station smoke detector is
 438 required in each guest unit. Hard wired smoke detectors are preferred.
 439 When battery-operated detectors are used, detectors shall be tested monthly
 440 and batteries replaced at least yearly.
- 441 22.1.1.1.4.2. Carbon Monoxide Detectors- Working Carbon Monoxide (CO)
 442 detectors shall be present in all guest rooms that incorporate gas or oil
 443 powered heating equipment or rooms with fireplaces, etc. Hard wired CO
 444 detectors are preferred. When battery-operated detectors are used, they shall
 445 be tested monthly and batteries replaced at least yearly.
- 446 22.1.1.1.4.3. Ground Fault Interrupters (GFI) -, Each electrical outlet adjacent to
 447 sinks or other water sources shall be connected to a working ground fault
 448 interrupter.
- 449 22.1.1.1.4.4. Emergency Instruction- Notification shall be provided in each guest
 450 room on how to obtain emergency assistance, such as fire, police, ambulance
 451 and medical.
- 452 22.1.1.2. Guest Room Amenities - Lodge
- 453 22.1.1.2.1. The following shall be provided for in each guest room:
- 454 22.1.1.2.1.1. Clock Radio
- 455 22.1.1.2.1.2. Luggage Rack
- 456 22.1.1.2.1.3. Coffee/Tea Maker and Supplies
- 457 22.1.1.2.1.4. Iron& Ironing Boards
- 458 22.1.1.2.1.5. Trash Cans/Recycling
- 459 22.1.1.2.1.6. Guest Room Directory
- 460 22.1.1.2.1.7. Hang Tags
- 461 22.1.1.2.1.8. Guest Telephone for messaging and emergencies
- 462 22.1.1.2.1.9. Ice Bucket/Trays/Cups
- 463 22.1.1.2.1.10. Clothes Storage- Hang Space
- 464 22.1.1.2.1.10.1. Closet/clothes hanger area shall be clean and neat and shall
 465 include at least eight matching heavy gauge plastic or wood hangers. No
 466 wire hangers are permitted.
- 467 22.1.1.2.1.11. Televisions
- 468 22.1.1.2.1.11.1. One minimum of 25 inch color TV shall be provided in each
 469 room. Flat screen televisions are preferred. Televisions shall be
 470 connected to a master system or cable to provide a good quality picture.
 471 Each television shall have a full remote control and full mute function.
- 472 22.1.1.2.1.12. Guest Room Internet
- 473 22.1.1.2.1.12.1. In-room internet is the desired standard. A plan for achieving
 474 this standard should be considered as part of each year's capital budget.
- 475 22.1.1.2.1.13. Cribs/ Rollaways
- 476 22.1.1.2.1.13.1. Shall be available upon request and shall be clean and fully
 477 operational. They shall be delivered with clean and appropriately sized
 478 linens and blankets.
- 479 22.1.1.2.1.14. Distressed Passenger Amenities
- 480 22.1.1.2.1.14.1. Additional complimentary toiletries shall be available on site
 481 to guests, upon request, 24 hours daily, free of charge. The following

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

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- 530 22.1.1.4.1.2.5.1. Mattresses and box springs shall be of good quality and in
531 good condition. Mattresses shall be clean, odorless, non-sagging,
532 and free of lumps and protruding tufts, sized to fit the bed frame or
533 springs and routinely rotated. Mattress and bedsprings shall be
534 regularly inspected for the presence of bed bugs and removed until
535 treated.
- 536 22.1.1.4.1.2.6. Linen/Mattresses and Other Furniture Replacement
- 537 22.1.1.4.1.2.6.1. All guest room linens shall be replaced every 3 to 5 years or
538 more frequently if use requires. All guest room furniture shall be
539 replaced every five to seven years.
- 540 22.1.1.4.1.3. Open Flame Equipment/Fireplaces
- 541 22.1.1.4.1.3.1. Woodstoves, fireplaces or other open flame heating equipment shall
542 be clean and in good operating condition. Equipment shall be cleaned
543 and inspected on a periodic basis and before each occupant is checked
544 in. Clearance (distance from combustible materials, including partitions
545 and walls constructed with wood studs) for wood and oil stoves as well
546 as fireplaces and other heading sources shall be at least the
547 recommended distance as specified by the local fire agency authority.
548 Fire pads shall be place under wood burning stoves to prevent fire.
549 Adequate child protection devices such as screens, doors, etc. shall be
550 present and in good condition. All woodstoves, fireplaces shall include
551 instructions, appropriate fire tools and precautionary notices for the
552 guest information.
- 553 22.1.1.4.1.4. Balconies/Patios and Other Outdoor Amenities
- 554 22.1.1.4.1.4.1. Any balconies and/or patios shall include adequate seating.
555 Furniture shall be constructed of good quality durable materials suitable
556 for exterior use. Plastic furniture is not permitted.
- 557 22.1.1.5. Guest Room Bathrooms-Lodges and Cabins
- 558 22.1.1.5.1. Amenities
- 559 22.1.1.5.1.1. Each room shall contain at a minimum a 3 piece amenity package:
560 shampoo, conditioner, or shampoo/conditioner combination, moisturizer
561 lotion and body soap (liquid or bar) provided in individual packages or bulk
562 dispensing. If bulk dispensing is provided, individual packages shall be
563 available upon request and a note/sign shall be added to this effect in the
564 bathroom. If bulk dispensing is used, dispensers shall be flushed and cleaned
565 once per quarter or more depending on usage.
- 566 22.1.1.5.2. Facial/Toilet Tissue
- 567 22.1.1.5.2.1. Facial tissue shall be of standard size
- 568 22.1.1.5.2.2. Each bathroom shall provide two rolls of two ply tissue. No chlorine
569 bleached rolls are permitted.
- 570 22.1.1.5.3. Hair Dryer
- 571 22.1.1.5.3.1. Each room shall have a clean and operable hair dryer.
- 572 22.1.1.5.4. Floor Coverings, Walls and Ceilings
- 573 22.1.1.5.4.1. Areas shall be free from defects, dirt, smudges, mold, mildew,
574 cobwebs and hair
- 575 22.1.1.5.5. Toilets
- 576 22.1.1.5.5.1. Two-piece low-flow toilets shall be cleaned and sanitized daily and
577 be unpitted and free of cracks and stains. Toilet seats and lids shall be clean
578 and sanitary, with no chipped or worn surfaces, bare wood or other

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

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- 628 22.1.3.1.4.1. All check out rooms and a representative sample of stay over rooms
- 629 shall be inspected daily for housekeeping services.
- 630 22.1.3.1.5. ADA room Housekeeping Services
- 631 22.1.3.1.5.1. ADA rooms should be left set-up for accessibility after each check-
- 632 out (e.g. shower heads lowered, mirrors pulled forward, chairs pulled away
- 633 from HVAC units). A courtesy call should be placed or personal visit made
- 634 within an hour of check-in to enquire if the guest needs any changes or
- 635 assistance in the room
- 636 22.1.4. Other Disability Services
- 637 22.1.4.1.1.1. Employees shall assist visually impaired guests at registration by
- 638 reading the registration information to the guest and by providing a written
- 639 welcome and instructions for registration. Guests are informed of the
- 640 Telecommunications Device for the Deaf (TDD) phone and other assistance
- 641 devices available. At least one TDD shall be available at the front desk at all
- 642 times and one additional TDD shall be available for use in guest rooms upon
- 643 request. If visual fire alarm notification is not permanently installed in the
- 644 rooms for guests with hearing impairments, portable units shall be available
- 645 at the front desk.
- 646 22.1.5. Guest Registration
- 647 22.1.5.1. Hours of Operation-
- 648 22.1.5.1.1. Check-in and registration services are provided 24 hours per day. If the
- 649 registration or front desk is closed for certain hours, an alternative method to
- 650 facilitate check-in (bell to alert night audit or other back of house staff; message
- 651 board to inform guest of alternative check-in method, etc.) shall be provided.
- 652 22.1.5.2. Check-In
- 653 22.1.5.2.1. Check-in shall be completed promptly in a friendly and professional
- 654 manner. Guest wait times should be limited to 10 minutes during peak periods;
- 655 and 1 to 2 minutes during other periods. Front desk staff shall acknowledge any
- 656 waiting guests and demonstrate a sense of courteous urgency in concluding
- 657 transactions when guests are waiting. Guests should be able to check-in from at
- 658 least 4pm on day of arrival.
- 659 22.1.5.3. Park Orientation Material
- 660 22.1.5.3.1. Park specific material shall be available upon check-in, to include
- 661 brochures, maps, newsletters, and special notices. Upon request, additional
- 662 information about local businesses, places of interest, major highways, airports,
- 663 restaurants, places of worship, etc., shall be provided.
- 664 22.1.5.4. Check-Out
- 665 22.1.5.4.1. Guests shall be acknowledged as soon as possible with eye contact and a
- 666 warm friendly greeting. Guest check-out wait times should be limited to 10
- 667 minutes during peak periods; and 1 to 2 minutes during other periods for check-out
- 668 services
- 669 22.1.6. Compliance with State& Local Regulations
- 670 22.1.6.1. Overnight operations may be subject to additional local and State laws pertaining to
- 671 hotel/motel operations. The Concessionaire shall be in compliance with stated laws.
- 672 22.2. **Food and Beverage**
- 673 22.2.1. Food and Beverage Services
- 674 22.2.1.1. The following is a listing of the types of food service that shall be provided under
- 675 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

676
677 22.2.2. Management.

678 22.2.2.1. The Concessionaire shall ensure availability of a unit manager or other key
679 personnel in each food service outlet during all operating hours.

680 22.2.3. Table Appearance.

681 22.2.3.1. Tables, chairs and other restaurant furnishings shall be clean and free of
682 damage or excessive wear. Upholstery shall be free of rips, tears, and stains. The
683 Concessionaire shall set tables properly for the type of service provided, at a minimum
684 with salt, pepper, sugar, and sugar substitutes.

685 22.2.4. Menu Offerings

686 22.2.4.1. The Concessionaire shall ensure that all menu items and pricing are visible, easy to
687 read, available in printed form and in adequate supply.

688 22.2.4.2. Menus shall provide for a wide variety of visitors including healthy choices,
689 vegetarians, children and those with medical restrictions.

690 22.2.4.3. Menus shall not be ripped or torn and should be cleaned daily.

691 22.2.5. Health and Safety Standards and Code Compliance

692 22.2.5.1. All food preparation, storage and dishwashing shall conform to the most recent of
693 editions of local, State and federal regulations

694 22.2.6. Food-Handling Service and Procedures

695 22.2.6.1. The Concessionaire shall serve food at the appropriate temperature.

696 22.2.6.2. The Concessionaire shall document its compliance with public health operating
697 procedures, processes, personnel responsibilities, and training in a formal food
698 safety management plan that covers safe food storage, handling and preparation.

699 22.2.6.3. The individual responsible for food service operations shall hold certification as a
700 ServSafe Food Protection Manager by the National Restaurant Association or other
701 equivalent entity.

702 22.2.7. Point of Sale

703 22.2.7.1. Sufficient numbers of point of sale stations are staffed and available to prevent
704 undue wait for payment of food and beverage items.

705 22.3. **Alcohol Service**

706 22.3.1.1. When alcohol is served, all applicable Federal, State and local laws concerning liquor
707 service shall be observed.

708 22.3.1.2. The following locations are approved for alcohol service including the types of alcohol
709 allowed to be served. **(To Be Completed Upon Contract Award)**

Location	Type of Alcohol Service Allowed	License Required

710
711 22.3.1.3. Concessionaire shall be responsible for providing and maintaining all alcohol licenses.

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

22.4. **Retail/Merchandise**

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

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

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

22.4.3.1. Visitation Patterns

22.4.3.2. Appropriate "Impulse" Purchase Items

22.4.3.3. Seasonal Changes in Visitation and Market

22.4.3.4. Market Segments

22.4.3.5. Consumer Profiles for the greater Park Vicinity

22.4.3.6. Other Nearby Recreation Sites & Attractions

22.4.3.7. Site-Specific Emphasis, Purpose and History

22.4.3.8. State Public Information and Education Information

22.4.3.9. Available Floor Space

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

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

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

22.4.6.1. Lodge

22.4.6.2. Golf Course

22.4.6.3. Marina

22.4.6.4. Other

22.5. **Marinas**

22.5.1. Services and Facilities

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

22.5.1.1.1. Wet Slips

22.5.1.1.2. Dry Storage- Enclosed

22.5.1.1.3. Dry Storage – Unenclosed

22.5.1.1.4. Fuel Sales

22.5.1.1.5. Retail Sales

22.5.1.1.6. Repair Services

- 761 22.5.1.1.7. Food and Beverage Services
- 762 22.5.1.1.8. Boat Rentals
- 763 22.5.1.1.9. Valet Services
- 764 22.5.1.2. Slip or Dry Storage rentals
- 765 22.5.1.2.1. Shall be leased for a period of no more than one year. Leases may continue
- 766 from year to year unless it is terminated by one of the parties through termination
- 767 procedures set out in the lease agreement.
- 768 22.5.1.2.2. Written rental agreements, conforming to applicable legal requirements
- 769 shall be executed for each slip rental. The slip rental agreement will define
- 770 applicable slip master operational responsibilities to meet park and concessionaire
- 771 requirements. The rental form shall be approved by the State prior to adoption or
- 772 use.
- 773 22.5.1.2.3. Boats in the marina may not be more than four feet longer or shorter than
- 774 the assigned slip designed capacity. Total length and beam include all temporary
- 775 and permanent appurtenances. The length of the boat shall be measured at the time
- 776 the boat is initially placed in the marina.
- 777 22.5.1.2.4. A master diagram of the marina shall be prominently displayed, readable
- 778 and accurate. The diagram/map may be located in the office or in public at the
- 779 discretion of the operator.
- 780 22.5.1.2.5. Permanent Slips: An accurate and current record shall be maintained on the
- 781 following information for each permanent slip: slip number and location, slip
- 782 dimension, utilities at each slip, and details of slip occupant. Other details include
- 783 boat owners name, address, and telephone numbers. Additional boat information
- 784 would include boat name, hull identification number, model, year made,
- 785 manufacturer, color, type, registration/documentation number, boat insurance
- 786 information and a list of people authorized to use the boat. Files shall be
- 787 maintained for each slip containing important documents and correspondence.
- 788 Slip shall be checked and cleared of all lines and articles left by previous
- 789 occupants.
- 790 22.5.1.2.6. Transient Slips: An accurate and current record shall be maintained on the
- 791 following information for each slip: slip number and location, slip dimension, and
- 792 details of slip occupant. Other details include boat owners name, address, and
- 793 telephone numbers. Additional boat information would include boat name, hull
- 794 identification number, model, year made, manufacturer, color, type,
- 795 registration/documentation number, boat insurance information and a list of people
- 796 authorized to use the boat. Files shall be maintained for each slip containing
- 797 important documents and correspondence. Concessionaire shall distribute a
- 798 welcome aboard package including rules and regulations. The Concessionaire
- 799 shall provide the transient guest a head lock key or combination. Concessionaire
- 800 shall be available to assist transient guests with docking.
- 801 22.5.1.2.7. Slip Transfers: The Concessionaire shall maintain a waiting list on a first-
- 802 come, first served basis for the rental of buoys, slips, and dry boat storage spaces.
- 803 The Concessionaire shall maintain a waitlist until all interested parties are
- 804 accommodated.
- 805 22.5.1.2.8. Wait lists: The Concessionaire shall maintain a waiting list on a first-come,
- 806 first served basis for the rental of buoys, slips, and dry boat storage spaces. The
- 807 Concessionaire shall maintain a waitlist until all interested parties are
- 808 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.

857 22.6.1.2. All tour visitors shall be briefed at the beginning of each trip in regards to safety
858 requirements.

859 22.6.1.3. Staffing ratios and competencies for tours shall meet those outlined within tour
860 industry for which the tours are offered.

861 **22.7. Equipment Rental Operations**

862 22.7.1. Services and Facilities

863 22.7.1.1. For in-place rental structures

864 22.7.1.1.1. Rental structures available to visitors shall be safe clean, well maintained
865 and in good working order.

866 22.7.1.1.2. The Concessionaire shall ensure that the State can access rental units with a
867 Concessionaire representative at any time with reasonable notice.

868 22.7.1.1.3. Rental units shall be leased for a period of no more than one year. Waiting
869 list shall be maintained and occupancy of unfilled units shall be filled through use
870 of the priority on the waiting list.

871 22.7.1.2. For equipment rental operations

872 22.7.1.2.1. Equipment offered for rental shall be safe, clean, well maintained in in good
873 condition. The inventory of available equipment shall be adequate to handle
874 seasonal demand peaks.

875 22.7.1.3. All rental operations shall have a rental agreement which includes language
876 regarding liability responsibilities between renter, Concessionaire and the State. The
877 State shall have the opportunity to review the standard rental agreements and any
878 updates to said agreements. Records shall be maintained accurately for all long term
879 rental agreements and can be disposed of within 30 days for all other types of rental
880 agreements.

881 22.7.2. The Concessionaire shall have established standards for safety and security procedures,
882 including verifiable maintenance record-keeping methods, which will ascertain a high level
883 of safety for all visitors using the contractor's rental services.

884 **22.8. Fuel & Propane Sales**

885 22.8.1.1. If fueling services are provided they shall have nozzles that shut off automatically.
886 Each hose shall be equipped with a breakaway device. Fuel dispensers, including
887 nozzles and hoses shall be in good working condition. Pumps shall be secured when an
888 attendant is not on duty. A readily accessible and posted valve to shut off the fuel
889 supply at fueling pumps shall be provided near the fuel dock and. Or near the approach
890 to the pier. Fire response equipment shall be provided at the fuel dock in accordance
891 with NFPA and other applicable regulations.

892 **22.9. Golf Services**

893 22.9.1. Services

894 22.9.1.1. The following services shall be provided at the Golf Course(**To Be**
895 **Completed Upon Contract Award- including identification of what services at what**
896 **facilities)**

897 22.9.1.2.

898 22.9.1.2.1. Golfing

899 22.9.1.2.2. Driving Range

900 22.9.1.2.3. Tournaments

901 22.9.1.2.4. Lessons

902 22.9.1.2.5. Retail

903 22.9.1.2.6. Food Service

904 22.9.2. Management.

905 22.9.2.1. The Concessionaire will have at least one full-time head golf professional at each
906 location. This person will have teaching experience and be an active member in the
907 Professional Golfers' Association of America. A Golf Course Superintendent certified
908 by the Golf Course Superintendent Association of American shall be responsible for the
909 oversight of all the golf courses.

910 22.9.3. Golf

911 22.9.3.1. Golf Tee Times

912 22.9.3.1.1. A centralized automated reservation system shall be in place for accepting
913 tee times.

914 22.9.3.1.2. Tee times shall be available 6 days in advance.

915 22.9.3.2. Cart Rental

916 22.9.3.2.1. The Concessionaire will supply a fleet of a sufficient number of both golf
917 carts (electric preferred) and manual pull carts. At a minimum, the Concessionaire
918 will provide an equal number and quality of carts as are located at the Facilities
919 upon the transition date of operations to Concessionaire from State. All carts
920 offered for rental will be maintained in good condition and replaced every three
921 years or at the expiration of the "bumper to bumper" warranty over the length of
922 the contract term, whichever is longer.

923 22.9.3.3. Driving Range

924 22.9.3.3.1. The golf driving range will be maintained and free of trash.

925 22.9.3.3.2. Hitting mats will be well maintained, free of tears and fraying. Mats will be
926 replaced on a regular basis and nets shall be properly maintained to ensure safety
927 of patrons.

928 22.9.3.3.3. Dividers between mats shall be well maintained, free of chips.

929 22.9.3.3.4. The Concessionaire will offer an ample supply of range golf balls. Range
930 golf balls will be cleaned on a regular basis.

931 22.9.3.3.5. Token operated ball dispensing machines (if offered) will be in working
932 order.

933 22.9.3.4. Lesson Program

934 22.9.3.4.1. The Concessionaire will develop a suitable lesson program schedule that
935 meets the market needs and incorporates all skill levels; offering both individual
936 and group lessons and provides services to all ages and genders.

937 22.9.3.5. Tournaments. On an annual basis, the Concessionaire will submit to State a
938 Tournament Plan. The plan will include the following items:

939 22.9.3.5.1. Maximum number of Tournaments

940 22.9.3.5.2. Targeted non-peak times for Tournaments

941 22.9.3.5.3. Proposed pricing structure

942 22.9.3.5.4. Details on strategies to provide access to the non-tournament public for use
943 of course during tournaments.

944 22.9.3.6. Pro Shop

945 22.9.3.6.1. Apparel, Golfing and Golf-Related Equipment. The Concessionaire will
946 carry a selection of apparel, golfing and golf-related equipment with the focus on
947 items necessary for daily play, e.g., balls, gloves, tees, hats, etc. The intent of this
948 visitor service is to provide an appropriate selection of items, which represents a

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.

996 23.2.1.2. Review and approval of the elements within the Maintenance Plan.

997 23.2.2. This Maintenance Plan will not interpret as requiring the State to conduct maintenance of
998 Facilities of any kind except as otherwise specified in this Maintenance Plan.

999 23.2.3. Any approval or consent given by the State shall not relieve the Concessionaire or the
1000 Concessionaire's contractors of any responsibility for any errors or omissions or from the
1001 responsibility to comply with the requirements of this Maintenance Plan.

1002 **24. Maintenance Plan Reporting**

1003 24.1. Annual Construction Plan

1004 24.1.1. Annual Construction Plan: Shall be provided one month in advance of the end of each
1005 contract year. This plan shall outline the real property improvements planned for completion
1006 in the upcoming year.

1007 24.2. Maintenance Reserve Plan

1008 24.2.1. On an annual basis, the Concessionaire shall provide State for review and approval a
1009 Multiyear (3 years) Maintenance Reserve plan that covers all Facilities used by the
1010 Concessionaire for operations. This plan will outline the proposed activities planned for
1011 Cyclic Maintenance and Component Renewal/Replacement along with the estimated
1012 budgeted expenditures.

1013 24.3. Personal Property Inventory

1014 24.3.1. As items are withdrawn or additional items added, the Concessionaire shall update the
1015 Personal Property Inventory including item description, useful life, and item cost.

1016 24.4. Personal Property Reserve Plan

1017 24.5. On an annual basis, the Concessionaire shall provide State for review and approval a
1018 Multiyear (3 years) Personal Property Reserve plan that covers all proposed personal property
1019 planned for replacement under the Contract.

1020 **25. General Concessionaire Maintenance Standards.**

1021 25.1. *Maintenance Tracking*

1022 25.1.1. The Concessionaire shall schedule and track completion of all Concessionaire maintenance
1023 activities in an electronic format acceptable to the State. The system shall be capable of
1024 effectively providing information on the maintenance standards outlined in this document.

1025 25.1.2. The following elements shall be able to be tracked within the Concessionaires maintenance
1026 tracking system:

1027 25.1.2.1. Preventative Maintenance

1028 25.1.2.2. Cyclic Maintenance

1029 25.1.2.3. Component Renewal/Replacement

1030 25.2. *Inspections*

1031 25.2.1. The Concessionaire shall conduct annual inspections of Facilities to determine compliance
1032 with this Maintenance Plan and to develop future maintenance requirements and plans. A
1033 State representative shall attend these inspections.

1034 25.3. *Compliance with Environmental, Historic and Cultural Requirements*

1035 25.3.1. The Concessionaire will be responsible for ensuring that its maintenance activities are in
1036 compliance with the National Environmental Policy Act, and other Applicable Laws. Any
1037 studies that may be required to ensure compliance are the responsibility of the
1038 Concessionaire.

1039 25.4. *Maintenance Reserve*

1040 25.4.1. Projects carried out by the Concessionaire using the Maintenance Reserve shall proceed by
1041 contacting the State to verify they are part of the approved Multi- Year Maintenance Reserve
1042 Plan approved by State. No projects may be commenced until the Concessionaire receives
1043 written approval from the State. At its' discretion, State may contribute additional State

dollars to maintenance reserve projects. These funds shall not be considered part of the maintenance reserve percentage.

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

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

25.5. ***Personal Property Management***

25.5.1. Personal Property Reserve

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

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

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

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

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

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

25.6. ***Painting***

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

26. Specific Maintenance Standards

26.1. ***Building and Structures***

26.1.1. Interior Systems

26.1.1.1. Housekeeping

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

26.1.1.2. Restrooms

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

Exhibit B- Operating and Maintenance Plan

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.

- 1142 26.1.1.10.2. All HVAC systems shall be inspected annually and shall be kept clean,
1143 maintained and operating in accordance with manufactures instructions.
- 1144 26.1.1.10.3. All repairs to HVAC equipment shall be conducted by a certified HVAC
1145 technician. The Concessionaire shall retain copies of all inspections over the
1146 course of the Contract and make them available to State.
- 1147 26.1.1.10.4. Chimneys, Stoves, Fireplaces and exhaust ducts shall be cleaned and
1148 inspected not less than once per year. Chimneys that serve active fireplaces or
1149 solid burning stoves shall be lined, provided with spark arrestors and maintained in
1150 good working order.
- 1151 26.1.1.11. Stairways
- 1152 26.1.1.11.1. Shall be free from clutter, well lighted and shall have no slip surfaces
- 1153 26.1.1.12. Meeting Rooms
- 1154 26.1.1.12.1. Meeting rooms should be clearly marked and supplied with well-maintained
1155 furniture. A system for identifying what groups are in each meeting rooms should
1156 exist. A posting of the daily groups meeting in each room should be visible as
1157 visitors enter the conference room area.
- 1158 26.1.1.13. Drinking Fountains
- 1159 26.1.1.13.1. All public drinking fountains shall be clean and in good working order.
- 1160 26.1.1.14. Trash/Recycling
- 1161 26.1.1.14.1. All trash cans within public view shall not be overflowing. Separate
1162 containers to provide for recycling shall be provided.
- 1163 26.1.1.15. Emergency Lighting/Exit Lights/Emergency Exits
- 1164 26.1.1.15.1. Lights on permanent structures shall be on emergency circuits and operable
1165 at all times. Emergency exits in all areas of the facility shall be adequately marked
1166 and not blocked.
- 1167 26.1.1.16. Carbon Monoxide
- 1168 26.1.1.16.1. Carbon Monoxide (CO) detectors shall be operating and present in all
1169 hallways or public spaces adjacent to those areas that incorporate gas or oil
1170 powered heating equipment (e.g. laundry rooms) or public areas with fireplaces.
1171 Hard wired detectors are preferred. When battery operated detectors are used they
1172 shall be tested monthly and batteries replaced monthly.
- 1173 26.1.2. Exterior Systems
- 1174 26.1.2.1. Lighting
- 1175 26.1.2.1.1. The Concessionaire is responsible for the repair and maintenance of all
1176 exterior lighting within their land assignment. Only State approved exterior
1177 lighting fixtures may be used. County dark sky ordinances shall be observed, if in
1178 existence.
- 1179 26.1.2.2. Roofs
- 1180 26.1.2.2.1. The Concessionaire shall inspect roofs no less than once annually to ensure
1181 that roofing materials are intact and free of deterioration that may affect the
1182 structural quality and are not jeopardized by any overhanging limbs or other
1183 vegetation.
- 1184 26.1.2.3. Drainage Gutters and Downspouts
- 1185 26.1.2.3.1. The Concessionaire shall ensure that gutters, downspouts, and drains remain
1186 property attached to each facility and function as intended. The Concessionaire
1187 shall inspect, repair and clean gutters and downspouts and roof drains at least once
1188 a year to ensure the structures are free of obstructions, clear and operational. As
1189 may become necessary due to weather events, the Concessionaire will respond
1190 appropriately to correct impaired drainages.

1191 26.1.2.4. Doors, Windows and Screens

1192 26.1.2.4.1. The Concessionaire shall maintain doors, windows and screens in good
1193 operational condition.

1194 26.1.2.5. Siding and Walls

1195 26.1.2.5.1. The Concessionaire shall maintain siding and walls to prevent moisture
1196 from entering facilities or deterioration of siding materials. Walls and trims shall
1197 be maintained in good condition free of chips, and damaged components.

1198 26.1.2.6. Ventilation

1199 26.1.2.6.1. The Concessionaire shall ensure that structural ventilation is working
1200 suitably within the structures. The structural ventilation shall be inspected on an
1201 annual basis to ensure that air circulation is functioning as designed.

1202 26.1.2.7. Foundations

1203 26.1.2.7.1. The Concessionaire shall inspect foundations on an annual basis to ensure
1204 that are structurally sound and maintain them to prevent deterioration.

1205 26.2. **Signs**

1206 26.2.1.1. The Concessionaire shall maintain and replace all interior and exterior signs
1207 relating to its operations and services within the Facilities and directional signs that
1208 relate specifically to concession operations.

1209 26.2.1.2. There may arise temporary situations that call for a message to be conveyed to the
1210 public, without going to the expense of a professionally made sign. In such cases, a
1211 laminated computer-generated sign will usually suffice for temporary purposes.
1212 Concession staff shall avoid signs taped to doors and windows, especially where a
1213 positive first impression to our visitors may be compromised.

1214 26.2.1.3. The State has the right to install signs within Facilities, after consultation with the
1215 Concessionaire.

1216 26.2.1.4. Kiosks and public information panels in the contract area shall be kept in a
1217 satisfactory manner, and current with the information posted. Objectionable material
1218 shall never be posted on such information devices. The State shall reserve the right to
1219 remove items deemed inappropriate, unsightly, or out of date.

1220 26.3. **Grounds and Landscaping**

1221 26.3.1.1. Grounds Keeping

1222 26.3.1.1.1. The Concessionaire will maintain the land area assignment grounds free of litter
1223 and from domestic animal waste.

1224 26.3.1.1.2. Loss of vegetation and erosion impacts caused by concession operator's use shall
1225 be prevented and/or corrected in accordance with approved State (park) vegetation
1226 management plans.

1227 26.3.1.1.3. Nails, ropes, wire, etc. will be removed from trees whenever found.

1228 26.3.1.1.4. Grass and other ground vegetation shall be maintained to a maximum height of six
1229 inches (6"), and a minimum distance of thirty-six inches (36") away from developed
1230 facilities.

1231 26.3.1.1.5. In order to ensure environmental protection and public safety, herbicides and
1232 pesticides may only be used to control undesirable vegetation, aquatic plants, insects,
1233 rodents, trash fish, and other pests and weeds. Concession staff will make all attempts
1234 to prevent the spread of noxious plants, will act affirmatively to identify such noxious
1235 plants, and treat or remove such plants in a timely fashion (and replant desired
1236 vegetation if necessary).

1237 26.3.1.1.6. Application of herbicides and pesticides shall be through the use of licensed staff or
1238 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**

- 1288 26.5.1. General
- 1289 26.5.1.1. The Concessionaire shall operate, repair, replace and maintain all interior
- 1290 and exterior utility systems within the Facilities assigned as part of the Contract.
- 1291 26.5.1.2. Operation, repair and replacement of these systems shall comply with State
- 1292 and local utility guidelines.
- 1293 26.5.1.3. The Concessionaire shall not extend or alter utility systems without prior
- 1294 written approval of the State.
- 1295 26.5.1.4. All utility services not provided by State shall be done by independent
- 1296 suppliers that the Concessionaire shall pay directly.
- 1297 26.5.2. Electricity
- 1298 26.5.2.1. The Concessionaire shall be responsible for activating, maintaining, and paying for
- 1299 electrical service by establishing an account with the electric service provider. The
- 1300 Concessionaire shall be responsible for maintaining the secondary electrical lines and
- 1301 equipment (conduit, fuses, panel, switches, transformers, lines, etc.) that are supplying
- 1302 the Facilities within the land area assignment including minor repairs, as may become
- 1303 necessary.
- 1304 26.5.2.2. The Concessionaire shall ensure that all electrical circuits under its control meet or
- 1305 exceed the standards for the National Electrical Code.
- 1306 26.5.2.3. The Concessionaire shall have the responsibility for replacing any electrical
- 1307 systems within the Facilities that are damaged as a result of negligence of the
- 1308 Concessionaire or its employees and contractors while working on or operating
- 1309 Concessionaire equipment.
- 1310 26.5.3. Natural Gas or LPG
- 1311 26.5.3.1. The Concessionaire may contract with a local service provider to provide liquid
- 1312 propane gas (LPG) or natural gas for contract area facilities, as necessary. The
- 1313 Concessionaire shall be responsible for activating, maintaining, and paying for such
- 1314 services within the land areas assignment.
- 1315 26.5.3.2. The Concessionaire shall conduct and document inspections of its gas storage
- 1316 systems in accordance with Applicable Laws.
- 1317 26.5.3.3. Placement of new, additional or replacement tanks shall receive prior written
- 1318 approval of the State. A State certified inspector shall inspect all gas tank installations at
- 1319 the Concessionaires expense.
- 1320 26.5.4. Water Systems
- 1321 26.5.4.1. At all Parks the Concessionaire receives water from a shared system with other
- 1322 park operational systems, and the State will provide water to a main supply valve,
- 1323 servicing the land area assignment. The Concessionaire shall be responsible for
- 1324 maintenance, repair and operation of all water systems within the land area assignment.
- 1325 26.5.4.2. Concession staff will utilize the following maintenance standards for all water
- 1326 fountains/hydrants included in the land area assignment area:
- 1327 26.5.4.2.1. All units and faucets flow freely and operate properly.
- 1328 26.5.4.2.2. Catch basins shall be kept free of food particles, soap, grease, debris and
- 1329 standing water.
- 1330 26.5.4.2.3. Painted surfaces/water devices shall be maintained in clean condition.
- 1331 26.5.4.2.4. Faucets and drains will be cleaned and maintained as needed.
- 1332 26.5.4.2.5. Drain areas at spigots and well pumps shall drain properly.
- 1333 26.5.4.2.6. Gravel in gray water sumps shall be removed and replaced as needed.
- 1334 26.5.5. Sewage& Effluent
- 1335 26.5.5.1. At all parks but Fall Creek Falls, Pickwick and Natchez, the Concessionaire may
- 1336 contract with a local service provider to pump and dispose of any sewage from

1337 facilities, as needed.

1338 26.5.5.2. At Fall Creek Falls, Pickwick and Natchez, the Concessionaire is receiving sewage
1339 services from the State. The Concessionaire shall be responsible for maintaining
1340 secondary sewer lines and equipment that are supplying the Facilities within the land
1341 area assignment.

1342 26.5.5.3. The Concessionaire shall ensure that humans are free from unhealthy exposures to
1343 waste that might result from sewage disposal, or normal operation and use of Facilities.

1344 26.5.5.4. The Concessionaire has the responsibility to install and maintain grease traps in
1345 accordance with Tennessee Department of Environment and Conservation regulations
1346 for water quality and other regulatory sources to assure that grease does not flow into
1347 the wastewater systems. The responsibility for maintenance shall include inspecting
1348 traps, pumping grease traps and as needed disposing of grease in safe and sanitary
1349 manner on a frequency not less than twice a year. If a grease trap fails, the
1350 Concessionaire shall immediately notify the Contract Director to mitigate impacts on
1351 the wastewater treatment plan.

1352 26.5.6. Telephone, Internet and Television Services

1353 26.5.6.1. The Concessionaire shall contract directly with commercial providers for
1354 telephone, internet and television service to the Facilities. Installation and location
1355 proposals shall be submitted to the State prior to commencing the projects.

1356 26.5.7. Fire Prevention and Protection Systems.

1357 26.5.7.1. General

1358 26.5.7.1.1. The Concessionaire shall ensure that all buildings, facilities and support
1359 equipment within the Facilities meets or exceeds NFPA Fire Codes, including the
1360 FPPA Life Safety Code and Uniform Fire Code as adopted by the State of
1361 Tennessee , unless specific variance is approved in writing by the State.

1362 26.5.7.2. Testing

1363 26.5.7.2.1. The Concessionaire shall install, inspect, operate and maintain fire
1364 detection, initiating alarm, and notification systems and equipment and fixed and
1365 portable fire suppression systems and equipment in good working order in the
1366 Facilities in accordance with Applicable Laws.

1367 26.5.7.3. Repairs and Outages

1368 26.5.7.3.1. The Concessionaire shall ensure that the fire protection systems are in
1369 service at all times. If systems are being repaired, the Concessionaire shall provide
1370 adequate means of alternate protection. The Concessionaire shall notify the
1371 Contract Director immediately regarding any system outages or repairs as well as
1372 the plan for addressing.

1373 26.5.7.4. Inspections

1374 26.5.7.4.1. Within thirty (30) days of the beginning of each contract year, the
1375 Concessionaire shall ensure that a full facility inspection has occurred. Copies of
1376 the inspection shall be forwarded to the Contract Director. If the inspection
1377 identifies any hazards or deficiencies, the Concessionaire shall correct them either
1378 immediately (for immediate life safety issues) or within ten (10) days (for non-
1379 immediate life safety issues).

1380 26.5.8. Refuse and Waste Disposal

1381 26.5.8.1. The Concessionaire shall be responsible for contracting with a local solid waste
1382 disposal company for the removal of waste from within the contract area. The
1383 Concessionaire shall be responsible for positioning an adequate number of dumpsters
1384 and trash receptacles to maintain refuse and waste disposal in a slightly and odor-free
1385 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.

1435 26.6.6. Natural Growth Areas.

1436 26.6.6.1. All areas in which native or introduced vegetation is allowed to survive without
1437 routine mowing, cultivating, irrigation, or other routine maintenance procedures. These
1438 may be out of play areas, steep slopes, barriers, windbreaks, nature trails, etc. Such
1439 areas are to be maintained substantially free of trash, noxious weeds, and non-native
1440 vertebrate pests, and in such manner as to comply fully with Applicable Laws. Natural
1441 growth areas are necessary and desirable to maintain whenever practical.

1442 26.6.7. Bunkers.

1443 26.6.7.1. All bunkers shall be edged as necessary to maintain an appropriate lip and shall be
1444 raked a minimum of three times per week in season and as necessary out of season.

1445 26.6.7.2. Sand depth shall be adequate to ensure playability at a minimum of 2".

1446 26.6.7.3. Replacement sand will be suitable for bunker use.

1447 26.6.7.4. Reasonable efforts will be employed to keep bunkers free of vegetation, leaves,
1448 rocks, or pooled water, and sand depths maintained to ensure playability.

1449 26.6.8. Irrigation.

1450 26.6.8.1. Irrigation systems shall be maintained in good repair. All heads, valves,
1451 controllers, wiring, and pipe as needed to maintain the proper operation of the entire
1452 golf course irrigation system (including greens, tees, fairways, roughs, beds, etc.) shall
1453 be repaired and or replaced on an on-going basis.

1454 26.6.8.2. The golf course shall be irrigated as necessary to support proper growth of turf
1455 where irrigation is available

1456 26.6.8.3. Drainage. Golf course drainage systems, underground and surface, will be
1457 maintained and in good repair.

1458 26.6.8.4. Aquatics. All water features (including lakes, ponds and streams) shall be
1459 maintained in a safe and sanitary manner, and in good appearance.

1460 26.7. **Marina Maintenance**

1461 26.7.1.1. Slips/Moorings Identification

1462 26.7.1.1.1. Each mooring and/or slip shall be clearly and uniformly marked. Buoy
1463 markings shall conform to applicable uniform federal or State waterway marking
1464 systems.

1465 26.7.1.2. Cleats

1466 26.7.1.2.1. Cleats shall be properly placed and secured for use at each slip area. No
1467 loose or missing cleats are evident. An adequate number and size of cleat shall be
1468 available to properly secure the vessel to the dock.

1469 26.7.1.3. Lines

1470 26.7.1.3.1. Lines shall be adequate in size and condition to properly secure the vessel to
1471 the dock. Roping system characteristics shall be consistent throughout the
1472 operation.

1473 26.7.1.4. Breakwater

1474 26.7.1.4.1. Any provided breakwater should be in good working condition. Exposed
1475 tire breakwaters are acceptable, but if possible should be encased to the greatest
1476 degree possible with a light-colored material to maximize marina aesthetics and
1477 visibility. Material of covers shall be free of tears and well-secured to the docking
1478 system.

1479 26.7.1.5. Dock Carts (if applicable)

1480 26.7.1.5.1. Dock carts shall be in good condition and in reasonable quantity to handle
1481 normal demands. Carts shall be stored in an orderly manner in a convenient and
1482 dedicated area.

1483 26.7.1.6. Utilities

- 1484 26.7.1.6.1. Electrical
- 1485 26.7.1.6.2. All slip electrical outlets shall be marine grade hard wire attached feeds
- 1486 with covers connected to a working ground fault interrupter. The Concessionaire
- 1487 shall post warning signs of shock risk
- 1488 26.7.1.6.3. Water
- 1489 26.7.1.6.3.1. All slip water lines shall be operational with working water spigots
- 1490 and equipped with operational back flow preventers.
- 1491 26.7.1.7. Flotation Systems
- 1492 26.7.1.7.1. Encapsulated foam shall be the standard for all docking systems. Where
- 1493 encapsulation does not exist presently (Paris Landing Dock B and C and Pickwick
- 1494 Landing Rental Slips) a priority shall be made to include these as maintenance
- 1495 reserve expenditures. Tank flotation technology is an acceptable solution for
- 1496 encapsulated foam. System should be sturdy and free of broken or uneven
- 1497 sections.
- 1498 26.7.1.8. Decking
- 1499 26.7.1.8.1. Decking may be of concrete, fiberglass, composite or pressure treated
- 1500 wood. All dock surfaces shall be clean, free of unnecessary obstructions and well
- 1501 maintained. All dock surfaces should be clean, free of unnecessary
- 1502 debris/obstructions, and well-maintained overall. Railings should be in good
- 1503 repair and sturdy enough to support visitor use.
- 1504 26.7.1.9. Gangways
- 1505 26.7.1.9.1. Gangways and railings should be in good repair and sturdy enough to
- 1506 support visitor use. All gangway surfaces shall be secured with screws and should
- 1507 be clean, free of unnecessary debris/obstructions, and overall well-maintained.
- 1508 Railings, where required, should be in good repair and sturdy enough to support
- 1509 visitor use. All infrastructure/utilities necessary to service slips should be
- 1510 contained and out of sight.
- 1511 26.7.1.10. Breakwater
- 1512 26.7.1.10.1. Any provided breakwater should be in good working condition. Exposed
- 1513 tire breakwaters are acceptable, but if possible should be encased to the greatest
- 1514 degree possible with a light-colored material to maximize marina aesthetics and
- 1515 visibility. Material of covers shall be free of tears and well-secured to the docking
- 1516 system.
- 1517 26.7.1.11. Lighting
- 1518 26.7.1.11.1. Adequate lighting throughout the marina shall be provided for ramps,
- 1519 docks, slips and other public areas for nighttime operations.
- 1520 26.7.1.12. At least one Coast Guard approved throw type flotation device should be located in
- 1521 clear view on the gas dock and at appropriate intervals on all other docks.
- 1522 26.7.1.13. Covered Overhangs
- 1523 26.7.1.13.1. Overhang structures are adequately maintained, sturdy and well-reinforced
- 1524 with covered area appropriately sized to the slip(s). Roof is free of leaks and
- 1525 material is consistent throughout.
- 1526 26.7.1.14. Dry boat storage
- 1527 26.7.1.14.1. Storage, if offered, shall be located away from guest service areas, secured,
- 1528 appropriately screened, adequately sized for its intended use, free of debris and
- 1529 orderly.
- 1530 26.7.1.15. Sewage Pump Out
- 1531 26.7.1.15.1. Sewage pump out stations shall be operable, clean, and well-maintained and
- 1532 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.