

## OPERATING PLAN

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## **1) Introduction**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Teton National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## **2) Management Responsibilities**

### **A) Concessioner**

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must employ a general manager who:

- (1) Has the authority and the managerial experience for operating the designated Concessions Facilities and required and authorized services within the Area;
- (2) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.

### **B) Grand Teton National Park**

The Superintendent of Grand Teton National Park is the Area manager with responsibility for all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief of Business Resources, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities
- (2) Review and approval of the following:
  - (a) Rates charged for all commercial services,
  - (b) Construction and all improvements to facilities,
  - (c) Changes to services, and
  - (d) All reporting requirements.
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

## **3) General Operating Standards and Requirements**

### **A) Schedule of Operation**

- (1) The Concessioner must provide the required services as established in the table below. Required services may be offered on a year-round basis. The actual operating season each year varies each year depending on weather and snow conditions. Operating dates are subject to change by the Superintendent.

Services	Minimum Operating Season
Guided Mountain Climbing and Climbing Instruction	Early June through mid-September
Guided Ski Mountaineering	January through March
Transportation	Early June through mid-September

- (2) The Concessioner must submit annually **by May 1** a written schedule of proposed public opening dates for facilities on land assignments for the Superintendent's approval.
- (3) The Service will make every effort to inform the Concessioner of any schedule change it may initiate due to weather, natural disasters, repair of infrastructure or other reasons.
- (4) If the Concessioner chooses to provide Authorized services, **within 60 days** of the Contract effective date and annually by **May 1**, the Concessioner must submit to the Service for its review and approval or disapproval, a written schedule of its proposed operating season for the upcoming year.

## B) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (2) *Rate Methods.* The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The currently approved rate methods are as follows.
  - (a) Guided Climbing, Climbing Instruction, Mountaineering.
    - Core. The Service considers Climbing Instruction and Guided Grand Teton Climbs that include overnight use as "core" activities and will require the Concessioner to price services using the comparability method.
    - Non-Core. The Service considers "One-Day Grand Teton Climbs" and guided climbs on peaks other than the Grand Teton to be "non-core" and will therefore permit the Concessioner to set reasonable rates for such services based on market conditions.
  - (b) Ski Mountaineering/Backcountry Skiing. The Concessioner may determine its rates in accordance with the Service's Competitive Market Declaration (CMD) guidelines.
  - (c) Avalanche Education Courses. The Concessioner may determine its rates in accordance with the Service's Competitive Market Declaration (CMD) guidelines.
  - (d) Retail/Merchandise. The Service will approve rates for general merchandise, including gifts and souvenirs, in accordance with Manufacturer's Suggested Retail Price or Competitive Market Declaration.
  - (e) Equipment /Gear Rental. The Service will approve rates for rentals based on Service's Comparability guidelines.
  - (f) Transportation. The Service will approve rates for authorized and required services using the Comparability rate method.
- (3) *Rate Approval.*
  - (a) Initial Rate Request and Notice. The Concessioner must submit in writing a request for its initial rates for "core" services and provide notice of its anticipated rates for "non-core" services within 30 days following the Contract's effective date.
  - (b) Annual Rate Requests. The Concessioner must submit, annually, in writing to the Superintendent, rate requests for "core" services by **first Monday in September** and provide information to justify the requested rate.

- (c) Rate Review of Non-core and CMD Rates. The Superintendent has determined that market forces outside the Area provide competitive pricing for the non-core guided activities, and the Concessioner is permitted to set and change prices in a free market. However, the Rate Administration Guide states that non-core rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the Park." Therefore, the Concessioner may adjust rates of non-core guided activities without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area. Furthermore, the Service will annually review the CMD method of rate approval to ensure that significant changes have not occurred in the marketplace necessitating use of another rate approval method. The Superintendent may rescind the use of CMD with 30 days advanced notice if he/she determines that the competitive situation has changed.
- (4) Rate Compliance. The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (5) Changes in Rate Methods. The Service may modify the rate method that it uses based on changes in market conditions or other factors. The Concessioner will be notified by the Service of such a change at least 90 days prior to the date the next rate request is due.
  - (a) Rate Review Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 60 days of the rate request submittal. If a longer response period is needed, the Service will inform the Concessioner of the altered response date.
  - (b) Approved Rate Posting. The Concessioner must post all rates for goods and services available to visitors. The Concessioner is responsible for ensuring no published rates exceed the maximum rate approved by the Service.
- (6) Reduced Rates for Federal Government Employees.
  - (a) Reduced rates for federal Government employees on official business will be part of the approved rate schedules. Goods and services may not be provided to federal government employees or their families without charge or at reduced rates, except within the provisions described above or as available to the general public.
  - (b) Discounted Rates. The Concessioner may implement rate discounts to individuals, specified groups, or entities.

### **C) Purchasing**

- (1) Competitive Purchasing. The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (2) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates to the extent feasible.
- (3) Environmental. The Concessioner must purchase environmentally preferable products and services whenever feasible. Preference in food and beverage purchasing must be given to locally produced, seasonally appropriate products.
- (4) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees, or others.

### **D) Evaluations**

- (1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, accessibility, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) Service Concession Review Program. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall

Rating Report. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service and/or other applicable authorities reserve the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations.

- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Service strongly encourages the Concessioner to review the standards applicable to this contract. It is the Concessioner's responsibility to read and understand the standards it will be evaluated on, and to contact the GTNP Business Resources Office with any questions concerning the evaluation standards. The Service will evaluate the required services and authorized services by using the standards located on the NPS Commercial Services website at: <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation.
- (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual Environmental Management Program Evaluation (see paragraph (3)(e) below).
- (d) Safety Inspections.
  - An "inspection" is defined as a documented examination of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations. The Concessioner must perform periodic safety inspections in accordance with its documented Risk Management Program. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
  - The Service determines and provides the Concessioner with a risk management rating based on the Concessioner's documented Risk Management Program on an annual basis. This rating is incorporated into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession Facilities.
- (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
- (d) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
- (e) Fire, Life Safety Inspections.
  - Prior to beginning operations in the first year of the Contract, the Concessioner must have a qualified professional perform interior and exterior fire inspections, in accordance with applicable Director Orders (including, but not limited to DO 58), of all Concession Facilities and on an annual basis thereafter. The Concessioner must maintain written records, verifying the completion of such inspections, and make the records available to the Service upon request
  - The Service may conduct fire and other safety inspections at its discretion over the course of the Contract term. The Service will contact the location managers at the time

of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service may consider performance in addressing fire safety requirements in the annual RMP Evaluation.

- (f) Other Audits or Inspections. Other applicable authorities reserve the right to enter the Concessioner's facilities at any reasonable time for any inspection or audit.
- (3) Annual Overall Rating. The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year:
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance, as required in Exhibit I.
  - (b) Operational Performance Report. The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
  - (c) Public Health Program Evaluation. A representative of the Service's Office of Public Health will conduct periodic evaluations of the Concessioner's food operations. These evaluations will be conducted in accordance the U.S. Food and Drug Administration Food Code and the Centers for Disease Control and Prevention. The Concessioner must post a notice in view of the public at each inspected facility that public health inspection reports are available upon request.
  - (d) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
  - (e) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service Policy and standards, and Applicable Law.

## **E) General Policies**

- (1) Facilities Use. The Concessioner must use the Concession Facilities and land assignments only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains written permission from the Service.
  - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities including the concession employee housing areas.
  - (b) Smoking Policy. The Concessioner must comply with current Service guidelines and requirements. The Concessioner must designate employee smoking areas. A copy of Director's Order 50D regarding the Service's policy on smoking can be found online or upon request of the Service.
  - (c) Fund Raising Activities. The Concessioner must limit in-Area fundraising to activities that support Service-authorized Area philanthropic partners (as per Director's Order 21). The

- Concessioner must enter into a Service approved agreement with the Area partners and obtain the Service's written approval prior to engaging in any fundraising activities.
- (d) Special Events. The Concessioner notify the Service at least **30 days in advance** of special events or large group events.
  - (e) Filming and Still Photography. Filming and still photography initiated by, funded by, and used for the Concessioner's own marketing materials does not require a Special Use Permit. Manned and unmanned aircraft aerial filming and photography is prohibited.
- (2) *Accessibility*. The Concessioner must provide employees and clients with the greatest degree of access to facilities and services that is reasonable, including:
- (a) Nondiscrimination on the basis of handicap in programs and activities as required per 43 C.F. R. 17, Sec. 504.
  - (b) Physical access to buildings and facilities as required per 42 USC 4151.
  - (c) The Concessioner must ensure all client and employee information, communication, and marketing materials are compliant with the Section 508 Amendment to the Rehabilitation Act of 1973.
- (3) *Lost and Found*. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property.
- (a) The Concessioner must refer the client to a Visitor Center make a report for a lost item.
  - (b) If the Concessioner or client finds an item, the item must be turned over to a Visitor Center as soon as possible.
  - (c) The Concessioner must hold all found property until it can turn items over to a Visitor Center.
- (4) *Deposits, Cancellations, and Refunds*.
- (a) The Concessioner must offer online information regarding reservations consistent with industry best practices.
  - (b) The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose.
  - (c) Refunds will be processed within one month of cancellation.
  - (d) The Concessioner must submit its cancellation policy, deposit requirement, and any proposed administrative fees, as part of its rate approval process.
  - (e) The Concessioner must clearly disclose to customers its deposit, cancellation, and refund policy at the time of reservation. The Concessioner must post deposit, cancellation, and refund policies prominently on its website. Cancellation and refund policies must be included in reservation confirmation emails.
  - (f) *Third-Party Reservation/Booking Services*. Third party companies and intermediaries selling services on the Concessioner's behalf must sell those services at or below NPS approved maximum rates. Any service fee or commission charged by the third party must be included in the approved maximum rate. If third parties or intermediaries offer additional services, such as travel planning or packaging activities, those fees must be charged separately.
- (5) *Debit and Credit Cards*. The Concessioner will honor government issued cards and at a minimum Mastercard and Visa credit/debit.
- (6) *Entrance Fees/Entrance Passes*.
- (a) The Concessioner must inform clients that all clients entering the Area must pay applicable Area entrance fees.
  - (b) The Concessioner must submit the employee entrance pass request form annually to the Service. The form will be available upon request.
    - The Concessioner is required to keep a log with the following information: vehicle pass serial number, date issued, first and last name of the employee the pass is issued to and the vehicle license plate number and state. The Concessioner must make a copy of the log available to the Service upon request.

- (7) *Vehicles.* The Concessioner must properly register, license, insure, and maintain all vehicles it uses to perform services under the Contract. All vehicles must be legal for operation on Wyoming public roads and must be operated in a manner that minimizes impact to road surfaces.
- (a) Identification. Concessioner owned vehicles must be identified with the Company name. All lettering should be no larger than three- and one-half inches in height.
  - (b) The Concessioner must maintain a spreadsheet identifying all vehicles used in its operation and annually submit it, with relevant updates, to the Service by **May 1**.
  - (c) *Vehicle Size Limits.* The Concessioner may not operate vehicles larger than 15 passengers within the Area.
- (8) *Public Health and Sanitation.*
- (a) All Food service and sanitary procedures must comply with U.S. Public Health Standards and are subject to inspections.
  - (b) Concessioner employees with food handling responsibilities must have current Serve Safe or equivalent certification.
  - (c) Water provided for clients must be treated. The Concessioner must advise clients about the risks of drinking untreated water and inform clients about methods of water purification.
  - (d) The Concessioner must pack out all litter and refuse, including from within the land assignment and authorized areas such as Hidden Falls practice rocks.
  - (e) The Concessioner must provide guides and clients with, and require the use of, Restop 2 bags or equivalent, for solid human waste during all activities. Guides and guests must pack out and appropriately dispose of bags and all other solid waste.
  - (f) In areas where toilet facilities are not available, guides employed by the Concessioner must inform guided activity participants of backcountry sanitation procedures including:
    - Urinate at least 100 feet away from any water source in rocky areas that will not be damaged by animals digging for salts and minerals found in urine.
    - All toilet paper, used tampons, sanitary napkins, and diapers must be packed out in sealed plastic bags.
- (9) *Employee Housing*
- (a) The Concessioner is authorized to have up to ten personal property cabins and one bathhouse within its assigned Employee Housing Area, subject to Service approval. These structures must remain temporary, and the Service may require these structures to be removed at the end of the Contract term. At least one resident in each cabin must be a full-time employee of the Concessioner.
  - (b) Cabin replacements, underground utility work, projects impacting the land assignment, or actions that require environmental compliance are subject to Service approval. Any proposed cabin replacement must:
    - Not exceed the existing footprint or height of the cabin being replaced
    - Be similar in construction style and appearance to existing cabins
    - Have a floor height above the flood elevation, as specified in the Cottonwood Creek Floodplain Statement of Findings; a copy is available upon request to the GTNP Business Resources Office.
  - (c) Cabins that are owned by individual employees must be sold to the concessioner or removed from the Area if at any point the employee is no longer employed by the concessioner or employed by the concessioner but no longer utilizing the cabin in support of their employment.
  - (d) No more than three temporary tents may be used for sleeping outside the cabins at any given time. Tents are for employee transient use only and may be utilized two days before and two days after a guided trip. The maximum overnight capacity of the Employee Housing Area Land Assignment is 30 people including employees, family members, and guests.



- (e) The Concessioner may not use the housing area for overnight employee accommodations prior to utility service activation or after utility service deactivation. Utilities are typically operational late May through mid-September. Dry camping at the office area is prohibited.
  - (f) The Concessioner must inform employee housing residents of Service regulations and policies, including but not limited to, residing within the Area.
  - (g) The Concessioner must keep the grounds surrounding the employee housing area clean and orderly. Area bear management guidelines must be followed at all times.
  - (h) The Concessioner is required to develop pet policies consistent with GRTE Housing Policy and the Superintendent's Compendium. Documents are available upon request to the GTNP Business Resources Office.
  - (i) In compliance with the Cottonwood Creek Floodplain Statement of Findings (2022), the Concessioner must develop and implement flood evacuation procedures for its housing area and incorporate these procedures in its risk management program. The Concessioner must review and implement all additional requirements of the Statement of Findings.
  - (j) The Concessioner may charge employees an amount sufficient to recover the cost of providing these services and must ensure that room and board charges do not exceed employee earnings.
- (10) *Visitor's Acknowledgement of Risk*
- (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
  - (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as **Attachment 2** to this Operating Plan.
  - (c) The Concessioner must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form, if any, within **60 days** following the effective date of this Contract and at least 30 days in advance of implementing any proposed changes in the form.

## F) Resource Protection

- (1) *Area*. The Concessioner must comply with all Area rules and regulations, including those found in the Superintendent's Compendium, and all applicable environmental laws, particularly those dealing with the protection of natural and cultural resources including water quality, vegetation, and wildlife. The Concessioner must ensure that employees and guests are made aware of these rules and regulations.
- (a) *Closures*. The Concessioner must adhere to all posted closures for resource protection. Information on Area closures can be located at:  
<https://www.nps.gov/grte/learn/management/wildlife-closures.htm>.
- Concessioners are required to abide Bighorn Sheep Winter Zone closures as promulgated, to include voluntary closures.
  - "The Enclosure." To avoid adversely impacting the physical integrity of the cultural site known as "The Enclosure," entry into the site is prohibited. However, access to the subpeak known as "The Enclosure" is permitted as long as there is no entry into the cultural site. Guides must provide Service approved interpretive information and education about the cultural site.
- (b) Only in the case of an emergency will the Concessioner enter areas closed by the Superintendent.
- (2) *Wildlife*.
- (a) The Concessioner must not disturb any wildlife species (amphibians, reptiles, migratory birds, mammals, raptors, or bats) found nesting, hibernating, estivating (in an inactive dormant state during hot, dry periods), or otherwise living in, or immediately near Concession Facilities and land assignments.

- (b) At all times in all locations, including the backcountry, the Concessioner must ensure that all bear attractants are attended. All unattended attractants must be stored securely inside a building, a bear resistant food storage locker (if available), in a hard sided vehicle with doors locked and windows closed, or in an Interagency Grizzly Bear Committee (IGBC) approved portable bear resistant food storage canisters; or disposed of properly in a bear-resistant garbage receptacle. Backpacks and/or daypacks containing unsecured attractants (i.e., not in a canister) must not be left unattended. Bear "attractants" include food, drinks, garbage, cooking utensils, dirty/soiled pots/pans/plates, stoves, grills (charcoal or gas), empty or full coolers, storage containers with food or previously holding food (except approved bear resistant canisters), beverage containers, pet food/bowls, and any odorous item that may attract a bear such as toiletries.
  - (c) The Concessioner must use a bear resistant food storage locker to store food during day use climbing instruction activities at the Hidden Falls practice rocks area.
  - (d) The Concessioner must make efforts to minimize disturbance of wildlife and modify its activities as required by the Service when human-wildlife conflicts occur.
  - (e) Feeding of wildlife within the Area is prohibited. The Concessioner must discourage the feeding of wildlife within or outside Concession Facilities.
  - (f) The Concessioner must notify Teton Interagency Dispatch Center at 307-739-3301 immediately of any human-bear or wildlife conflicts (e.g., human food-rewards, human injury, property damage), sightings of black or grizzly bears in developed areas, or incidents where visitors are observed intentionally feeding wildlife or approaching wildlife within unsafe distances. All bear sightings must be reported to the Area's Bear Management Office at 307-739-3673 within 24 hours.
  - (g) In winter, wildlife is subject to increased stress due to severe weather conditions and less food availability; therefore, guides and clients may view wildlife at distances no closer than those specified in the Superintendent's Compendium and must make efforts to not displace animals. Bighorn sheep and wolverine may be particularly sensitive to human activities.
  - (h) Guides must instruct groups to wait for wildlife to move through an area before proceeding or must reroute the group to avoid conflict, displacement, or disruption.
- (3) *Noise.*
- (a) Concession employees must be aware of and follow the best practices of noise mitigation. The value of natural soundscapes must be considered in all activities that involve creating potential noise impacts.
  - (b) To reduce noise and pollution emissions, the Concessioner will not idle while operating motor vehicles in the Area.
- (4) *Vegetation and Impacts.*
- (a) Activities must be conducted according to Leave No Trace Guidelines or equivalent.
  - (b) In the winter season, the Concessioner must ensure snow is at a depth and compaction that allows for the activity to be conducted while preventing the breakage of woody plants and shrubs i.e., sagebrush and tree saplings.
  - (c) In the summer season, the Concessioner must avoid trampling vegetation and protect water quality through adherence to Area backcountry regulations and minimum impact practices.

## **G) Human Resources Management**

- (1) *Employee Behavior and Appearance.* Employees must be neat and clean in appearance, must project a hospitable, friendly, positive, and helpful attitude, and must be capable and willing to answer questions from visitors and provide visitor assistance.
- (2) *Firearms.*
  - (a) The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its visitors. The Concessioner should consult Area law enforcement and the state attorney general's office regarding state firearms laws. Concession employees must not possess firearms while on duty. The Superintendent, at their

discretion, may grant exceptions to this prohibition in writing upon consideration of a written request from the Concessioner. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.

- (b) Within **60 days** following the effective date of the Contract, the Concessioner must develop and provide to the Service its policies concerning firearms within Concession Facilities, including both guest and employee areas, and regarding the possession of firearms by off-duty personnel living in employee housing. The Concessioner may make employment conditional on compliance with its policy to prohibit firearms in shared quarters, dorms, or other Concession Facilities.
- (3) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory visitor services.
- The Concessioner must meet all applicable U.S. Department of Labor requirements.
  - The Concessioner must use established application and hiring policies that include application, reference checks, interviews, evaluation and selection by senior management. Guide positions must incorporate a tiered advancement system from provisional-status apprentice/overflow guide to full-time guide to senior guide. Selection of new guides and promotion must be based on, at a minimum, quality of guiding, quality and depth of mountaineering experience, and ability to guide a variety of assignments. Changes to the Concessioner's qualification standards must be submitted to the Service for review and approval.
  - The Concessioner must attempt to offer its employees a full work week whenever possible during the peak season.
  - Guides cannot be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance policies and Workers Compensation Policy. Full-time guides must make up the core workforce during the peak season. Allowing a guide who is not an employee to bring his/her clients to climb under the Concessioner's contract is not acceptable and may be deemed a violation of the Contract.
- (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who are in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
- (c) Background Checks. The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate for the position. These may include wants and warrants checks; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office and GTNP Business Resources Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (d) Driver Requirements. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
- (e) Service Employees. The Concessioner must not employ in any status Service employees, their spouses or minor children when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval of concessioner employment of Service employees or

family members, including spouses or dependent children, must be in writing and must indicate the nature of the duties of the NPS employee and that of the family member, as well as the proposed compensation for the family member. The Concessioner must not employ any Service employee family member unless written approval is provided by the Service.

- (f) Service Investigations. The Concessioner must promptly respond to law enforcement officer requests, for the purposes of criminal investigation, employee information such as: full name, telephone number, location working in the Area, current position, supervisor's name and contact information.

(4) *Training*

- (a) Safety. The Concessioner must provide safety training to all employees according to the training requirements in its Risk Management Plan (RMP). All applicable in-house guide training must be overseen by International Federation of Mountain Guides Association (IFMGA) or American Mountaineering Guides Association (AMGA) certified guides or equivalent. All applicable in-house avalanche safety training must be overseen by The American Institute for Avalanche Research and Education (AIARE) Instructor or Course Leader certified guides or equivalent.
- (b) Experience. All guides must have experience in terrain that is more difficult than their guiding assignments. Guides assigned to 5th Class routes must be comfortable in at least 5.8 terrain (higher if necessary for the route) and guides on 3rd and 4th Class ascents must have 5th Class experience. All guides must have experience in the Tetons.
- (c) Job Training and Orientation. The Concessioner must provide employee orientation and adequate, applicable training to each employee and must inform employees of Area regulations and requirements that affect their employment and activities while working in the Area. A Service representative may participate in scheduled orientation sessions. The Concessioner must participate in training with the NPS as appropriate.
- (d) Interpretive Training. The Concessioner must design and provide interpretive training for all guides. Guides should be trained support the Area's efforts in interpretation and education through sharing the cultural and natural history of the Area and educating clients about the Wilderness Act, wilderness values, and the potential recommended and proposed wilderness boundaries within the Area, the rules and regulations regarding resource protection including applicable wildlife closures, proper backcountry etiquette, Leave No Trace practices, safe climbing practices, and recreating safely in the Area. A syllabus of material covered, or a description of training and a training log must be maintained for each employee.
- (e) Environmental Training. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program (EMP). The Concessioner must maintain a minimum at least one (1) employee trained as a Leave No Trace Master. The Master will provide Leave No Trace training to all guides.
- (f) Wildlife Safety Training. Concession employees must receive training on proper food/attractant storage, bear and wildlife safety training, bear-spray training, wildlife closures, and receive training on how to share this information with Area guests.
- (g) First Aid and CPR Training. All guides must have current Wilderness First Responder certification (or equivalent) and current Adult/Child CPR certification. CPR certification must include "hands-on" instruction and be provided by the American Red Cross or American Heart Association or be included in a higher-level emergency or Wilderness first aid training course.
- (h) Avalanche Training. All guides operating in potential avalanche terrain must be certified to, at least, U.S. Level 2 Avalanche Certification through AIARE or American Avalanche Institute (AAI), or equivalent.

(5) *Volunteer Programs*.

- (a) The Concessioner should encourage and permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service's VIP program can be found at <http://www.nps.gov/volunteer/>.
- (b) The Concessioner should encourage and permit its employees to participate in the local volunteer fire department located in Moran, Wyoming.
- (6) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

#### **H) Risk Management Plan**

- (1) The Concessioner must develop, maintain, and implement a Risk Management Program ("RMP") that is in accordance with all applicable laws, codes, and Service Risk Management Program Standards for Concessioners located on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>. Further risk management specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.
- (2) The Concessioner must submit its initial plan to the Superintendent within **120 days** of the effective date of this Contract and annually thereafter by **May 1**.

#### **I) Environmental Management Program**

- (1) The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners located on the NPS Commercial Services website at <https://www.nps.gov/subjects/concessions/environmental-management.htm>. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.
- (2) The Concessioner must submit and update its EMP to the Service within **120 days** following the effective date of this Contract and annually thereafter by **May 1**.

#### **J) Public Relations**

- (1) *Required Notices*. The Concessioner must prominently post the following notice at all Concessioner locations:

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

Superintendent  
Grand Teton National Park  
P.O. Box 170  
Moose, WY 83012

- (2) *Vector Borne Diseases*. The Concessioner is required to incorporate NPS Office of Public Health information on Area vector-borne diseases in relevant guest information on the Concessioner's website.

#### **K) Visitor Satisfaction**

- (1) *Visitor Comments*. The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within **30 days** of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, NPS standard customer

- satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
- (2) The Concessioner must investigate and make an initial response to any complaint within 48 hours. The Concessioner must provide the Service with a copy of its responses. The Service provides copies of its responses, if any, to the Concessioner.
  - (3) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
  - (4) The Concessioner must submit a summary of guest satisfaction by **December 15** of each year.

#### **L) Public Statements**

- (1) All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area, must be referred to the Service's Public Affairs Officer at Grand Teton National Park. This includes all media interviews. Media interviews and visits to Concession Facilities to report on Concessioner operations, however, may be done with a courtesy notification to the Public Affairs Officer.
- (2) *Advertisements and Promotional Material*
  - (a) Approval. The Superintendent must approve all promotional material and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the GTNP Business Resources Office for review and approval at least 30 days in advance of planned distribution or printing dates. The Superintendent may require the Concessioner to remove all unapproved promotional material. Promotional material distributed within the Area is restricted to services and facilities within the Area unless the Superintendent approves exceptions.
    - The use of photos or depictions of the cultural site known as "The Enclosure" in marketing materials is prohibited.
  - (b) Authorization. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Teton National Park unless the Mark is utilized.
  - (c) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.
- (3) *Use of The National Park Service Authorized Concessioner Mark (Mark)*
  - (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
  - (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
  - (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
  - (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
  - (e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark

Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.

- (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

#### **M) Utility Responsibility**

- (1) *Concessioner*
  - (a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, recycling, telephone, internet, and propane.
  - (b) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (2) *Service*
  - (a) The Service provides water, wastewater, and solid waste removal services to the Concession Facilities and will charge the Concessioner monthly for these services in accordance with current Director's Order (D.O.) #35B.
  - (b) The Service will review its capital investments and operating costs for utility systems and services annually and notify the Concessioner in writing of the rates for the upcoming year 90 days in advance of implementation. The Service establishes rates in accordance with current Service guidelines.
  - (c) The Service may cease to provide a particular utility service if such service becomes commercially available and the Service decides to switch to a commercial utility.
- (3) *Utility Add-on*. The Service did not approve a utility add-on for this Contract. The Concessioner must not apply a utility add-on to rates.

#### **N) Fire Protection**

- (1) *Service*. The Service provides emergency response fire protection services within the Area. The Service provides management of all wildland fires in the Area.
- (2) *Concessioner*. The Concessioner is responsible for fire prevention and protection within its assigned Concession Facilities, and as outlined in Exhibit E Maintenance Plan.

### **4) Specific Operating Standards and Requirements**

#### **A) Required and Authorized Visitor Services**

- (1) *Required Visitor Services*.
  - (a) Guided Mountain Climbing. Climbing that utilizes rock climbing equipment for the protection of the guide, client, or both (ropes, harnesses, protective hardware etc.)
  - (b) Climbing Instruction. Educational courses such as basic to advanced climbing schools, snow schools, and other mountaineering skills instruction that prepares clients for safe backcountry travel during all seasons. This excludes avalanche education courses, which are identified below as an authorized service.
  - (c) Ski Mountaineering. Ski mountaineering utilizes skis or splitboards to ascend or descend in terrain that may require specialized equipment such as ice axes, crampons, ropes, harnesses, and/or fall protection equipment to safely navigate. For the purposes of this contract, ski mountaineering also includes backcountry skiing. Backcountry skiing takes place in terrain that does not require the specialized equipment listed above.
  - (d) Transportation. Concessioner provided transportation of its guides and clients to Park trailheads when providing required or authorized services.
- (2) *Authorized Visitor Services*.
  - (a) Limited Retail. The sale or rental of equipment and clothing associated with required and authorized services. If the Concessioner chooses to provide this service, the Concessioner must submit to the GTNP Business Resources Office for Service review and acceptance, a

written plan for its program that outlines a description of proposed services. Refer to Specific Operating Standards and Requirements in Section 4 (J) Retail for more information.

- (b) Avalanche Education Courses. Avalanche education courses include instruction that provides avalanche hazard awareness, decision-making skills, and rescue skills. If the Concessioner chooses to provide this service, the Concessioner must submit to the GTNP Business Resources Office for Service review and acceptance, a written plan for its program that outlines a description of proposed services. Refer to Specific Operating Standards and Requirements in Section 4 (I) Avalanche Education Courses for additional details on use.
- (3) *Prohibited Visitor Services*. Guided day hiking, guided overnight backpacking without climbing, and guided snowshoeing or cross-country skiing are not authorized.

## **B) Standards**

- (1) The Concessioner must provide all services as described in Sec. 4) A)(1). The Concessioner must provide all services, whether required or authorized services, in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet these quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the Commercial Services Website. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the website. A copy of standards is available on the Commercial Services Website at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>.
- (a) Mountaineering (10-MOU) standards pertain to the services required and authorized under this contract to include guided mountain climbing, climbing instruction, ski mountaineering, transportation, and avalanche instruction.
- (b) Backcountry Food Service (10-FBK) standards pertain to the food services provided with guide and outfitter services.
- (c) Guided Land Tours (10-GLA) standards pertain to transportation services authorized under this contract.
- (d) Equipment Rental (10-REN) standards pertain to the services required and authorized under this contract. The following elements are exceptions from the 10-REN standards:
  - Element 5 – Lighting/Illumination. Not applicable
  - Elements 9-11 – Fences and Walls, Flags, Vending Machines. Not applicable
  - Element 18 – Drinking Fountains. Not applicable
  - Element 22 – Fire Alarms and Pull Boxes. Not applicable
  - Element 28 – Bicycles. Not applicable
  - Elements 30-36 – Camp Set Up Services. Not applicable
  - Element 42 – Deposits. Not applicable
  - Element 44 – Cancellations. Not applicable
  - Elements 49-50 – Park Orientation Material and Returns. Not applicable
- (e) Retail (10-RET) standards pertain to the services required and authorized under this contract. The following elements are exceptions from the 10-RET standards:
  - Element 9 – Loading Docks/Delivery Areas. Not applicable
  - Element 14 – Public Restrooms. Evaluated under 10-REN.
  - Element 19 – Ice/Vending. Not applicable
  - Elements 22-24 – Fitting Rooms, Merchandise and Shopping Baskets, Produce Section Amenities. Not applicable
  - Element 29 – Emergency Lighting/Exit Lights/Emergency Exits. Not applicable
  - Element 31 – Fire Alarms and Pull Boxes. Not applicable



- Element 35 – Security Cameras. Not applicable
  - Elements 37-42 – Perishable Food Storage, Preparation, and Services Areas. Not applicable
  - Element 48 – Merchandise Shipping. Not applicable
  - Element 50 – ATM Machines. Not applicable
  - Elements 55-60 – Merchandise. Specific merchandise types are not applicable.
  - Element 63 – Perishable Items Condition. Not applicable
  - Element 66 – Natural Product Labeling. Not applicable
- (f) Employee Housing (10-EHO) standards pertain to the services required and authorized under this contract. The following elements are exceptions from the 10-EHO standards:
- Element 5 – Bike Racks. Not applicable
  - Element 17 – Ice/Vending. Not applicable
  - Element 19 – Emergency Lighting/Exit Lights/Emergency Exits. Not applicable
  - Element 24 – Carbon Monoxide Detectors. Not applicable
  - Elements 27-28 – Housing Units Signage. Not applicable
  - Element 37 – Bedding. Not applicable
  - Element 50 – Towels. Not applicable
  - Element 52 – Soap/Shampoo. Not applicable
  - Element 54 – Common Areas. Not applicable
  - Element 56 – Kitchens. Not applicable
  - Element 70 – Approved Rates. Not applicable

### **C) Backcountry Land Assignment**

- (1) *Backcountry Land Assignment.* The Concessioner's authorized land assignment includes a backcountry campsite referred to as "The Lower Saddle."
- (a) The Lower Saddle campsite has a maximum daily capacity of 21 persons, in a ratio of clients to guides determined by the Concessioner, but not to exceed 16 clients.
  - (b) The Concessioner must ensure the ground disturbance at the Lower Saddle campsite is limited to the smallest area possible to reduce disturbance to the location and by using minimum impact camping techniques. Tents and foot traffic must be restricted to previously disturbed areas. The Concessioner must try to camouflage tents and tent flies to minimize the visual impact of the campsite.
  - (c) No other campsites or bivouacs are assigned to the Concessioner and caches are prohibited in all areas outside the Lower Saddle campsite.
  - (d) Requests for exceptions to capacity limits must be submitted to the GTNP Business Resources Office in advance and will be reviewed on a case-by-case basis.

### **D) Backcountry Permits and Overnight Stay Limits Outside Land Assignments**

- (1) *Backcountry Permits.*
- (a) A backcountry permit is required for all overnight stays outside the Lower Saddle land assignment.
  - (b) Backcountry permits can be purchased online in advance January through May, or in the Area on a first-come, first-served basis the day before a trip. Backcountry permits must be reserved by the Concessioner and are issued in the Concessioner's name.
- (2) *Visitor Use Nights.*
- (a) The Concessioner is limited to 120 use nights, June 15 through Labor Day. Use at the Lower Saddle land assignment is not included in this limit.

- (b) The Concessioner is limited to 50 visitor use nights, not including guides, the day after Labor Day through June 14.
- (c) Youth ski mountaineering instruction may utilize up to 30 visitor use nights, not including guides, prior to June 15.
- (3) *Overnight Party Size.*
  - (a) Overnight parties are limited to 6 persons, including guides, for individual sites and 12 persons, including guides, for group sites.
  - (b) Winter camping parties are limited to 20 persons.

#### **E) Routes and Allocations**

Unless otherwise restricted below or in this Operating Plan, there are no restrictions on climbing routes. This provision is subject to change and based on future approved Area plans may introduce new restrictions on routes or allocations.

- (1) Guided activities on Blacktail Butte are prohibited year-round.
- (2) *One-day Grand Teton ascents allocation.* The total number of clients per year that may be guided under this concession contract is fifty (50), including winter ski mountaineering ascents, not including guides.
- (3) *Summer (June 15 through Labor Day).*
  - (a) The Concessioner is prohibited from using Moraine, Caves, Meadows, and Platforms camping zones in Garnet Canyon from June 15 through Labor Day.
- (4) *Winter (November through April).*
  - (a) Winter Seasonal Use Allocation. The total number of clients per winter season that may be guided under this concession contract is
    - 1200 clients, not including guides.
    - Winter season allocation includes all use in the Moose-Wilson Corridor and includes avalanche education courses (authorized service).
  - (b) Moose-Wilson Corridor Allocation. Of the 1,200 clients Winter Season Use Allocation (a), the total number of clients per season and month that may be guided along routes located in the Moose-Wilson Corridor, as depicted in the Map shown in Attachment 3 of this Draft Operating Plan, are as follows:
    - Seasonal Allocation: 175 clients, not including guides.
    - Monthly Allocation: 35 clients, not including guides.
  - (c) Winter ski mountaineering descents originating from Teton Village are prohibited.
  - (d) Concessioners are required to abide Bighorn Sheep Winter Zone closures as promulgated, to include voluntary closures.
- (5) *Climbing Instruction.*
  - (a) Climbing instruction is authorized at the Hidden Falls practice rocks area. The exact location may be changed by the Service to minimize impact to Area resources.
  - (b) Bear resistant food storage lockers at the Hidden Falls practice rocks area may be used overnight to store equipment associated with climbing instruction classes, subject to Service approval.

#### **F) Climbing Policies and Practices**

- (1) *Guide to Client Ratio.* The ratio of clients to guides for climbing schools and climbs must be included as part of the approved rate. The ratio varies due to the degree of difficulty of the school or climb.
- (2) *Equipment and Safety.*
  - (a) Fixed ropes or sling steps must be removed each day at the end of the climb. Requests for fixed anchors requiring drilled holes must be submitted to the GTNP Business Resources Office in advance and will be reviewed on a case-by-case basis.

- (b) The Concessioner must maintain all equipment used in conducting climbing schools and guide services at a level that meets or exceeds industry standards. A complete review of all equipment must be conducted and documented at the beginning and end of each season. Guides must inspect equipment at the beginning of each guided activity and periodically throughout the activity and must replace any worn or defective equipment as soon as out-of-the-ordinary wear or a defect is recognized. An equipment manager position must be designated with overall responsibility for equipment care and replacement. Detailed inspection and repair/replacement procedures must be prescribed for each type of equipment used and these must be included in the RMP and communicated to guides and staff.
- (c) Guides and clients must wear climbing helmets during bouldering, roped climbing, and in potential rock fall areas.
- (d) For guided winter activities, guides must carry an avalanche transceiver, a shovel, a probe, a bivouac sack or guide tarp, a closed cell foam pad or equivalent, fire-starting equipment, and a flashlight, headlamp, or means of illumination.
- (e) The Concessioner must ensure a first aid kit is available on each trip. The contents of the kit must be sized appropriately for the group, suitable for backcountry emergencies, and tailored seasonally as appropriate.
- (f) All guides must carry a backcountry GPS tracking device (text capability recommended).
- (g) All guides must carry a means of electronic communication (cell phone, satellite phone, two-way radio, etc.) for communicating with the Service or Concessioner in the event of an emergency. All guides must carry a laminated card listing emergency contact names and numbers and instruct clients where the card is located in the event the guide is incapacitated.
- (h) The Concessioner must immediately report to the Service all observed conditions determined to be unsafe (i.e., rockfall, cracks, avalanche).
  - Guides involved in reportable incidents must be available to the investigating ranger within 48 hours of the incident. Names and phone numbers of clients involved in the incident must be reported.
  - Incidents, including near misses, will be reviewed by the Concessioner's management staff to determine if any corrective actions need to be taken and if any changes to the Emergency Response Plan is needed.
- (i) Bear spray must be carried by all guides on all trips, unless a documented and accepted bear spray policy outlining when bear spray must be carried is made part of the Risk Management Program. Guides must show every client where their bear spray is located and how to use it in the event the guide becomes incapacitated.
- (3) *Cooperation.* To avoid congestion on routes, the Concessioner must utilize early morning departures when feasible, assist non-guided parties with route information when requested and appropriate, and allow non-guided parties to pass when safe to do so if they are climbing at a faster rate. The Concessioner must cooperate with the other climbing Concessioner (GRTE012-24).

## **G) Transportation**

- (1) *Summer Transportation.* The Concessioner must provide transportation for its guided mountain climbing trips to the Lupine Meadows Trailhead area from the Concessioner's parking lot within its land assignment.
  - (a) The Service will allow the Concessioner to use the Lupine Meadows Trailhead parking area from 6:00pm to 7:00am for its concessioner vehicles; otherwise, Concessioner use of this parking area is prohibited. This allowance is subject to change as authorized by the Service.
  - (b) The Concessioner, its guides, and its clients, are prohibited from using the South Jenny Lake parking lots to access the Lupine Meadows Trailhead.

- (c) The Service may make additional client parking available at the west end of the Craig Thomas Discovery and Visitor Center parking lot if requested by the Concessioner in advance.
- (d) Transportation to trailheads other than Lupine Meadows is not required. The Concessioner may choose to provide transportation of its guides and clients to other Area trailheads when providing required or authorized services.
- (2) *Winter Transportation.* Winter transportation of clients is not required, however, if the Concessioner provides transportation services to clients during winter operations, client parking will be made available at the Moose Post Office or Craig Thomas Discovery and Visitor Center parking lots as authorized by the Service.
- (3) Vehicles used for transportation must be legal for operation on Wyoming public roads and must be operated in a manner that minimizes impact to road surfaces.
- (4) *Care.* The Concessioner must maintain all vehicles used in transportation in good mechanical condition. All preventive maintenance inspection reports and periodic vehicle inspection reports must be retained by the Concessioner and provided to the Service upon request. Concessioner vehicles must be washed and cleaned regularly.
- (5) *Safety Equipment.* Vehicles must be equipped with a road safety kit adequate to the vehicle capacity and season.
- (6) Concessioner operated vehicles must not exceed passenger capacities.
- (7) The Concessioner must ensure that all drivers and passengers have safety belts fastened before vehicles are operated.

#### **H) Interpretation**

- (1) All guided activities must include interpretation of Area natural and cultural resources.
  - (a) The Concessioner must develop and maintain an interpretive plan to include, at a minimum, training programs, coaching, and program reviews. The Concessioner must make its plan available to the Service upon request.
  - (b) Concessioner guides must inform and educate clients about the Wilderness Act, wilderness values, and Area areas within recommended and potential wilderness. Guides must also inform and educate clients about the rules and regulations regarding resource protection including applicable wildlife closures and wildlife viewing, proper backcountry etiquette, Leave No Trace practices, safe climbing practices, and recreating safely in the Area.
  - (c) When the Concessioner guides clients to the subpeak of "The Enclosure", guides must provide Service approved information about the cultural site.
- (2) The Service will evaluate interpretive information to ensure appropriateness, accuracy, and the relationship of interpretative presentations to Area themes.

#### **I) Retail (Authorized Service)**

- (1) The Concessioner is authorized to offer sale or rental of equipment and clothing associated with the services required and authorized by this contract within the Climbing School Office (FMSS 31420).
- (2) A list of approved sales and rental items is attached as Attachment 1 to this Exhibit. All items must be approved by the Service. The list of approved items is reviewed annually.
- (3) Sales and rental items may be identified with the concessioner's brand.

#### **J) Avalanche Training Courses (Authorized Service)**

- (1) The Concessioner may conduct avalanche education courses that include instruction in avalanche hazard awareness, decision-making skills, and rescue skills. Specific training requirements apply to guides performing avalanche training courses. Refer to section 3(G)(4) Training for more information.

### **5) Reporting Requirements**

#### **A) Concessioner Operational Reporting**

- (1) The Concessioner must provide report data in a Service compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends in addition to those set out in Sections 13 and 14 of the Contract. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

## **B) Administrative Reporting**

- (1) *Visitor Use Statistics (VUS) Report.* The Concessioner must submit by email, by the **4th day of each month**, a report stating the number of trips, routes, dates, guides, and clients for each service for the prior month. A template VUS report form will be provided by the GTNP Business Resources Office. Required information to be reported is subject to change.
- (2) *Franchise Fees.*
  - (a) For all months of operation, by the **15<sup>th</sup> of the month**, the Concessioner must submit to the GTNP Business Resources Office a Franchise Fee Report that documents the franchise fee payment due from the preceding month, even if the amount is zero. A template franchise fee report form will be provided by the GTNP Business Resources Office.
  - (b) All franchise fee payments due to the Services must be made through Pay.gov. The Concessioner may propose to the Service use of other acceptable electronic payment methods.
- (3) *Annual Financial Report ("AFR").* As required in Section 13(b) the Contract, the Concessioner must provide an **AFR by May 1**. The Concessioner must report operational and revenue data by location and service type on Schedules G, H, M1, M2, etc., rather than combining all revenue into broad categories. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.
- (4) *Balance Sheet.* As required in Section 13(c) the Contract, the Concessioner must provide a copy of its Balance Sheet **within 90 days** following the effective date of the Contract.
- (5) *Insurance.* At the minimum, **14 days prior to beginning operations** and annually thereafter by **May 1**, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (6) *Personnel Listing.* Prior to each operating season, or **May 1**, whichever is earlier, and as changed, the Concessioner must provide the GTNP Business Resources Office with an up-to-date list of key supervisory personnel with job titles and office and emergency phone numbers. The Concessioner must promptly notify the Service of any change in key management personnel.
- (7) *Guides List.* Prior to each operating season, or **May 1**, whichever is earlier, the Concessioner must provide a written list of all guides, and including the expiration date(s) of their Wilderness First Responder and CPR certifications to the GTNP Business Resources Office and update the list whenever changes occur.
- (8) *Equipment List.* Prior to operating each season, or **May 1**, whichever is earlier, and as changes occur, the Concessioner must provide a list of passenger-carrying vehicles used in providing transportation services to the GTNP Business Resources Office.

## **C) Incident Reporting.**

- (1) In the case of an emergency, the Concessioner must call Teton Interagency Dispatch Center (TIDC) at 307-739-3301 (or 911). The Concessioner must immediately report to TIDC the following:
  - (a) Any incident or accident, including motor vehicle accidents or wildlife incidents, resulting in a fatality.
  - (b) Injuries and/or property damage that necessitate a medical, fire, and/or law enforcement response.
  - (c) All motor vehicle accidents regardless of the amount or extent of the damage.

- (d) Other incidents that may affect Area resources (e.g., human-bat interaction, smoke and fires of any size, hazardous material spills) or known or suspected violations of state or federal law.
- (2) A summary of the following must be reported within one week after the incident or receipt of violation notice to the GTNP Business Resources Office:
  - (a) Any incident or accident, including vessel, motor vehicle accidents, or wildlife incidents resulting in a fatality.
  - (b) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible; and
  - (c) Other incidents that may affect Area resources (e.g., human-bat interaction, fires, hazardous material spills) or known or suspected violations of state or federal law.

#### **D) Human Illness Reporting.**

Any suspected outbreak of human illness, whether involving employees or clients, is to be reported promptly to the Service's Public Health Consultant through the GTNP Business Resources Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources, or other adverse environmental conditions related to the Concessioner's operations. Reporting forms are available from the Service upon request.

#### **E) Summary of Initial and Recurring Due Dates**

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

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>
Schedule of Operations	Annually	May 1
Rate Request	Annually	First Monday in September
Special Events	As needed	At least 30 days in advance of proposed event
Entrance Pass Request	Annually	As requested
Vehicle List	Annually	May 1
Visitor Acknowledgement of Risk	Initial and Annually	Initially within 60 days of the effective date of contract. Thereafter with any changes.
Firearm Policy	Initially	Initially within 60 days of the effective date of contract. Thereafter with any changes.
Risk Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Environmental Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Customer Satisfaction Monitoring System	Initial and Annually	Initially within 30 days of the effective date of contract. Annually, if changes are made.
Summary of Guest Satisfaction	Annually	December 15

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>
Visitor Use Report	Monthly	By the 4 <sup>th</sup> day of the following month
Franchise Fee Report and Payment	Monthly	By the 15 <sup>th</sup> day of the following month
Annual Financial Report	Annually	May 1
Balance Sheet	Initially	Within 90 days of effective date of Contract
Insurance Certificate	Initial and annually	14 days prior to beginning operations. Annually by May 1.
Personnel Listing	Annually	May 1
Guides List	Annually	May 1
Equipment List	Annually	May 1
Miscellaneous Reports and Data		The Director may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including by not limited to, operational performance.

**6) Attachment 1: Approved Retail Items for Sales and Rental****SALES ITEMS**

Water bottles and cups  
Headlamps and batteries  
Gloves for mountaineering and rappelling  
Warm/winter hats  
Synthetic high-tech layers, including rain jackets and pants  
UV protection items (sunscreen/sunblock, lip balm, brimmed hats)  
"Eco Packs" (cup/bowl/spoon set)  
Iodine tablets  
Powdered hot drink mix  
Powdered energy drink mix  
Energy bars and snacks  
Sunglass retainers  
Climbing day packs  
Hiking socks  
Approach shoes  
Locking carabiners  
ATC rappel devices

**RENTAL ITEMS**

Climbing or sticky-rubber approach shoes  
Climbing boots  
Climbing packs  
Ski poles  
Sleeping bag liners  
Sleeping bags  
Rain/wind parkas and pants

Sales and rental items are limited to those for participants' use in the required visitor services.

Specific items to be sold or rented, and rental rates must be approved by the NPS. Sales and rental items may be identified with the Concessioner name and graphic.



**7) Attachment 2: Example Visitor's Acknowledgement of Risks Form**

In consideration of the services of \_\_\_\_\_ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as (" \_\_\_\_\_ ") I agree as follows:

Although \_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, \_\_\_\_\_ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. \_\_\_\_\_ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]

I am aware that \_\_\_\_\_ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of \_\_\_\_\_ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature of Parent or Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 8) Attachment 3: Map of the Moose-Wilson Corridor

