

***Note to Offerors: This Operating Plan includes sections applicable to each of the Draft Contracts included in the GRTESKI-24 prospectus, identified by CONCID (GRTE024-24, GRTE032-24, GRTE033-24, or GRTE025-24) in bold. The final Operating Plans upon Contract award will be modified to include those specific sections as applicable to each Contract.***

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**EXHIBIT B  
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

- (1) The Concessioner must employ a manager who has the authority and the managerial experience for operating the required and authorized services within the Area, and who 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) Changes to services, and
  - (c) 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 minimum operating season is January through March. The Concessioner must annually submit a written schedule of proposed operating dates **by October 1** for required and authorized services. The actual operating season varies each year depending on weather and snow conditions. Operating dates are subject to change by the Superintendent.
- (2) The Service will make every effort to inform the Concessioner of any schedule change it may initiate due to weather, natural disasters, or other reasons.
- (3) **CC-GRTE025-25**. Concessioners are required to abide Bighorn Sheep Winter Zone closures as promulgated, to include voluntary closures.

### 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 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Market Declaration (CMD) has the meaning set out in the 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.
- (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that 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 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.
- (2) *Rate Methods.* The current rate approval methods used by the Service to administer Concessioner rates are as follows.
- (a) **Guided Day Use Winter Activities (GRTE024-24, GRTE032-24, GRTE033-24).** The Concessioner is responsible for setting rates for Guided Day Use Winter Activities consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- **Transportation.** Transportation services are considered an amenity to Guided Day Use Winter Activities and the Concessioner is responsible for determining rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
  - **Limited Food Service.** Limited food service is considered an amenity to Guided Day Use Winter Activities and the Concessioner is responsible for determining rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (b) **Guided Day Use Winter Activities (GRTE025-24).** The Concessioner is responsible for setting rates for Guided Day Use Winter Activities consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- **Limited Food Service.** Limited food service is considered an amenity to Guided Day Use Winter Activities and the Concessioner is responsible for determining rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (c) **Guided Overnight Backcountry Ski Tours (Authorized Service) (GRTE025-24).** The Concessioner is responsible for setting rates for Guided Overnight Backcountry Ski Tours, if offered, consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- **Backcountry Food Service.** Backcountry food service is considered an amenity to Guided Overnight Backcountry Ski Tours and the Concessioner is responsible for determining rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (3) *Monitoring of the Competitive Market.*
- (a) The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
- (a) **Rate Adjustment.** The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.

- (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
- (c) Concessioner Rate Monitoring Plan. Within 60 days of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
- Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., snowshoe tours, cross country ski tours, backcountry ski tours, etc.
  - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
  - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
  - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
  - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
- (d) Rate Monitoring Information. The Concessioner must submit to the Service annually by June 15, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) *Service Timelines for Responding to Concessioner Requests*. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (6) *Rate Compliance*.
- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
- (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (c) Discounted Rates. The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
- (d) Reduced Rates for Federal Government Employees. The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

### **C) 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, 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 review the Concessioner's operation 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 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 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).
- (c) Safety Inspections.
- An "inspection" is defined as a documented examination of all equipment, 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 (RMP). 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 (RMP) on an annual basis. This rating is incorporated into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession Facilities.
- (d) 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) Annual Overall Rating**

- (1) 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 D.
- (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 may conduct periodic evaluations of the Concessioner's food operations. These evaluations will be conducted in accordance with the U.S. Food and Drug Administration Food Code and the Centers for Disease Control and Prevention.
- (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 may 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.

#### **E) General Policies**

- (1) Commercial operations are not permitted in the Laurance S. Rockefeller Preserve.
- (2) *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 Area Headquarters to make a report for a lost item.
  - (b) If the Concessioner or client finds an item, the item must be turned over Area Headquarters as soon as possible.
  - (c) The Concessioner must hold all found property until it can turn items over to Area Headquarters.
- (3) *Reservations, Deposits, Refunds, and Cancellations*.
  - (a) The Concessioner must, at minimum, offer online information regarding reservations consistent with industry best practices.
  - (b) Deposits and Cancellations. The Concessioner may require a deposit as a condition for issuing a confirmed reservation. If implemented, the Concessioner must state the conditions under which deposits will be refunded and/or cancellation fees will be charged. The Concessioner must inform the visitor of the method needed to cancel a reservation, the amount of advance notice to receive a refund, and the amount of a cancellation fee, if any, that may apply.

The Concessioner must post deposit, cancellation, and refund policies prominently on its website and in reservation confirmation emails.
  - (c) Refunds. The Concessioner must clearly disclose refund policies regarding rates and deposits at the time of reservation. 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 annual rate notification. Policies are subject to monitoring as part of the annual review of the CMD rate method.
  - (e) 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. Booking agents must identify the authorized Concessioner as the provider of services.
- (4) *Payment*. The Concessioner must accept cash, check, money order, and major credit cards.
- (5) *Entrance Fees/Entrance Passes*.
  - (a) The Concessioner must inform clients that all clients aged 16 and older entering the Area must pay applicable Area entrance fees.

- (b) Guides must identify themselves at Area entrance stations. Guides are exempt from entrance fees when working in the Area on behalf of the Concessioner. Guides must pay applicable entrance fees when entering the Area on personal time.
- (6) *Firearms.*
- (a) The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its clients. 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.
- (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 vehicles must be identified with the Company name. All lettering should be no larger than three- and one-half inches in height.
- (8) *Smoking Policy.* The Concessioner must comply with current Service guidelines and requirements. A copy of Director's Order 50D regarding the Service's policy on smoking can be found online or upon request of the Service.
- (9) *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) 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.
- (10) *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.
- (11) *Public Health and Sanitation.*
- (a) All Food service and sanitary procedures must comply with U.S. Public Health Standards and are subject to inspections.
- The Concessioner must ensure guides and others who will be preparing food have food handlers training to comply with applicable requirements of the Food and Drug Administration's current Food Code and Service-Directors Order Reference Manual 83A, Public Health, especially Chapter 5 – Backcountry Operations. A copy is available at [https://www.nps.gov/subjects/policy/upload/RM-83A\\_6-20-2019.pdf](https://www.nps.gov/subjects/policy/upload/RM-83A_6-20-2019.pdf).
- (b) The Concessioner is responsible for packing out all litter and refuse from its activities. All solid waste (paper products, cans, foil, papers, etc.) must be stowed in trash bags and packed out of the Area and disposed of in proper trash receptacles.
- (c) 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.
- (12) *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 3** to this Operating Plan.
- (c) The Concessioner, if implementing any proposed changes to the Service-approved Visitor's Acknowledgement of Risk form, must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form within **60 days** following the effective date of this Contract and by **October 1** annually.

## 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 participants 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>.
  - (b) Activities must be conducted according to Leave No Trace Guidelines or equivalent.
  - (c) Building campfires and building snow structures, such as snow caves, is not authorized.
- (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 Concessioner operations.
  - (b) At all times in all locations, including the backcountry, the Concessioner must ensure that all bear attractants are attended.
    - The Service defines bear attractants to 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.
    - All unattended bear 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.
  - (c) The Concessioner must make efforts to minimize disturbance of wildlife and modify its activities as required by the Service when human-wildlife conflicts occur. 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. Wildlife must be viewed from distances specified in the [Superintendent's Compendium](#).
  - (d) Feeding of wildlife within the Area is prohibited. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife within the Area. The Concessioner must teach participants about the detrimental effect of habituating wildlife to humans.
  - (e) 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 or upon vacating the backcountry.

- (2) *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.
- (3) *Vegetation Impacts.* 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.
  - (a) Activities on snow-covered surfaces must avoid crushing whitebark pine plants that rise above the snow level. The Concessioner must train guides to identify whitebark pine, and to educate clients about whitebark pine ecology and protection to ensure activities do not result in impacts to the species.

### **G) Interpretation**

- (1) The Concessioner's activities must include information that interprets Park resources and themes available in the Park's Foundation Document ([ParkPlanning - Foundation Document \(nps.gov\)](https://www.nps.gov/parkplanning/foundation-document)), and seeks to instill conservation ethics, and increases environmental awareness in visitors. The Service views the Concessioner as an integral partner in educating visitors about Park resources.
- (2) All guided activities must include interpretation of Area natural and cultural resources. Guides must provide accurate interpretive information that fosters client appreciation of the Park through communication about park resources and Area themes.
- (3) The Concessioner must develop and maintain an Interpretive Plan to include training programs, coaching, and program reviews. The Concessioner must make its plan available to the Service upon request. The Interpretive Plan must include, at a minimum:
  - National Park Service stewardship and mission
  - Recreating safely in the Area, including rules and regulations regarding resource protection, and applicable safe wildlife viewing distances and wildlife closures.
  - Backcountry etiquette, Minimum Impact techniques and Leave No Trace practices (or equivalent) and low-impact winter travel techniques.
  - Grand Teton National Park cultural history, geology, winter ecology, and winter adaptations.
  - Wilderness Act, wilderness values, and areas within recommended and potential wilderness.
- (4) The Service will evaluate interpretive information to ensure appropriateness, accuracy, and the relationship of interpretative presentations to Area themes.

### **H) Human Resources Management**

- (1) *Employee Identification and Appearance.* Guides in direct contact with the public must wear personal name tags, uniforms, or standardized clothing to identify them as the guide. Employees must be neat and clean in appearance and must project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance.
- (2) *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.
    - Guides cannot be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance policies and Workers Compensation Policy.

- (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) Alcohol. The Concessioner must ensure that guides and participants are prohibited from possessing or using alcohol and/or tobacco products while conducting trips.
- (d) Driver Requirements. Drivers of passenger carrying vehicles must have a valid state operator's license for the size and class of vehicle being driven. The Concessioner must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
- (e) 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 Service's Business Resources Office. Prospective employees must be made aware in advance of hire that this information may be made available to 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.
- (g) 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.
- (3) *Employee Training*.
- (a) Job Training and Orientation. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Service regulations and requirements that affect their employment and activities while working in the Area. Training sessions must include, at a minimum: general safety guidelines and procedures, risk mitigation, weather (including avalanche safety), illness, safe backcountry travel techniques, map reading, and equipment maintenance. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (b) Safety Training. The Concessioner must provide safety training to all employees according to the training requirements in its Risk Management Plan (RMP).
- (c) Guide Qualifications. The Concessioner must establish its own standards for evaluating the qualification of guides and must make these standards available to the Service upon request.
- The Concessioner must verify each guide possesses the following skills:
  - Backcountry skills, including the ability to assess weather and avalanche conditions and navigate safely through backcountry terrain.
  - Ability to practice and teach minimum impact travel techniques such as Leave No Trace or equivalent.
  - Knowledge of winter equipment use and repair techniques.

- Knowledge of specific place names within the Area backcountry.
  - Knowledge of emergency procedures and ability to implement medical response procedures in remote locations.
  - Ability to assess client preparedness for current and forecasted weather conditions.
  - **(CC-GRTE025-24)**. Ability to assess client preparedness and fitness level and ability to select safe and appropriate routes based on client assessment.
- (d) Guides Wilderness First Responder and CPR Certification. All guides must have current Wilderness First Responder certification and current Adult/Child CPR certification. Wilderness First Responder and CPR certification must include “hands-on” instruction. CPR must be provided by the American Red Cross or American Heart Association or be included in a higher-level emergency medical certification training course. Higher-level emergency medical certification obtained in the United States above Wilderness First Responder qualifies.
- (e) Avalanche Certification (CC-GRTE025-24). All guides operating in potential avalanche terrain must be certified to, at minimum, U.S. Level 2 Avalanche Certification through AIARE or American Avalanche Institute (AAI), or equivalent.
- (f) Avalanche Training (CC-GRTE025-24). 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.
- (g) 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 participants.
- (h) Interpretive Training. As part of its Interpretive Plan, the Concessioner must design and provide interpretive training for all guides. Guides should be trained to support the Area’s efforts in interpretation and education through sharing the cultural and natural history of the Area and educating clients about winter ecology and winter adaptations, 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, whitebark pine ecology, proper backcountry etiquette, Leave No Trace or equivalent 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.
- (i) Environmental Training. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program (EMP).
- (j) Food Handling (CC-GRTE025-24). Concessioner employees with food handling responsibilities must have current Serve Safe or equivalent certification.
- (4) 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.

#### **I) 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>.
- (a) GRTE025-24: The Concessioner’s Risk Management Program, must also include the following:
- Emergency Action Plan (EAP) that includes consideration of backcountry emergencies (e.g., avalanche emergencies, medical emergencies, guide incapacitation.)
  - Standard operating procedures for winter driving, road closures, and when the Service designates periods of no-unnecessary travel or weather-related closures.

- (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 **October 1**.

**J) Environmental Management Program**

- (1) The Concessioner must develop, maintain, document, and implement an Environmental Management Program ("EMP") in accordance with Section 4 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>.
- (2) The Concessioner must submit its documented EMP to the Service within **120 days** following the effective date of this Contract and annually thereafter by **October 1**.
- (3) The EMP standards defined by the Service consist of the requirements associated with eight (8) EMP Elements, a copy is available at [https://www.nps.gov/subjects/concessions/upload/Environ\\_Mgmt\\_Program\\_Stds2.pdf](https://www.nps.gov/subjects/concessions/upload/Environ_Mgmt_Program_Stds2.pdf).
  - (a) All 8 Service EMP Elements apply.
  - (b) The standards associated with each Element that do not generally apply to this Contract are identified with a '#' symbol, unless identified as a requirement below.
  - (c) EMP Element 1 Standard 1.2. This standard is required.
  - (d) EMP Element 7 Standard 7.4. This standard is required.
  - (e) EMP Element 7 Standard 7.5. This standard is required.

**K) 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

**L) Visitor Satisfaction**

- (1) 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.
- (2) 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.
- (3) The Concessioner must submit a summary of guest satisfaction by **June 15** of each year.

**M) 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.
- (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 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.

- (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 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.

#### 4) Specific Operating Standards and Requirements

The Concessioner must provide all services as described in Sec. 2 of the Contract. 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>. 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 NPS Business Resources Office with any questions concerning the evaluation standards.

##### A) Standards

- (1) Guided Land Tour (10-GLA) standards pertain to all Guided Day Use Winter Activities. The Concessioner must meet Guided Land Tour standards located on the Commercial Services Website at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>.
- (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards.

- Elements 1-12 – Ticket Office – Exterior. Not applicable, no assigned facilities.
  - Elements 13-20 – Public Areas – Interior. Not applicable, no assigned facilities.
  - Elements 21-25 – Safety. Not applicable.
  - Elements 26-27 – Boarding. Not applicable.
  - Elements 28-41 – Maintenance Area/Building. Not applicable, no assigned facilities.
  - Elements 68-70 – Camping – Overnight Trips. Not applicable, camping not authorized.
- (2) **CC-GRTE025-24** Backcountry Food Service (10-FBK) standards pertain to the food services provided with overnight guided backcountry ski tour services. The Concessioner must meet the Food and Beverage (Backcountry) standards located on the [Commercial Services Website](#).
- (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards.
- Element 4 – Menu boards. Not applicable, no assigned facilities.
  - Element 21 – Fire Extinguishers. Not applicable, backcountry travel.

**B) Required Visitor Services (GRTE024-24, GRTE032-24, GRTE033-24)**

- (1) **Guided Day Use Winter Activities of Guided Day-Use Snowshoe and Cross-Country Ski Tours.** Snowshoe and cross-country ski tours utilize snowshoes or Nordic skis to tour low-angle terrain in approved areas, not to include avalanche terrain.
- (a) Tours. The Concessioner must provide a half-day group tour, open to the public. The Concessioner may choose to provide other group tours or private tours of varying lengths.
- (b) **Annual Winter Season Use Allocation**. The total seasonal use allocation for Snowshoe and Cross-Country Ski Tours is **800** visitors per season.
- (c) **Moose-Wilson Corridor Use Allocation**. Of the total seasonal allocation in (b) above, the total number of visitors per season that may be guided along routes located in the Moose-Wilson Corridor is **167**, with no more than **62** visitors in any single month.
- (d) Guide to Client Ratio. At least one guide per seven clients.
- (e) Group Size. The maximum group size is 12 people. The Concessioner may operate trips with multiple groups, provided that groups starting from the same trailhead/parking area are spaced at least 30 minutes apart.
- (f) Approved Routes/Areas. Refer to Attachment 1 for a list of Approved Winter Use Routes and Authorized Parking Locations. Approved routes and parking locations. Areas are subject to change by the Superintendent.
- (g) All use is subject to applicable use allocations set forth in B)(1)(b)(c) above.
- (h) Guided activities in the Laurance S. Rockefeller Preserve are prohibited.
- (i) In certain circumstances, Area sponsored naturalist guided snowshoe tours may also occur on concessioner approved winter routes. When this occurs, the Concessioner must collaborate with Area sponsored tours to avoid congestion.
- (j) Equipment and Safety
- The Concessioner, at minimum, must provide snowshoe equipment (snowshoes, poles) to clients unless the Concessioner determines it will allow clients to supply their own equipment as part of its risk management program. The Concessioner is not required to provide cross-country ski equipment and must communicate to its clients what equipment is provided by the Concessioner and what equipment clients are responsible to provide.
  - 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 and suitable for backcountry emergencies.
  - All guides must carry a backcountry GPS tracking device (text capability recommended).
  - All guides must carry a means of electronic communication (two-way radio, cell phone, satellite phone, 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.

- Routes must be determined based on client's abilities and desires.
- Guides must carry a minimum of one pair of binoculars on each tour.
- The Concessioner must maintain all equipment used in conducting snowshoe and skiing operations at a level that meets or exceeds manufacturers recommendations, including, but not limited to implementing an equipment monitoring program that includes the following:
  - ◆ An equipment manager position must be designated with overall responsibility for equipment care and replacement.
  - ◆ A complete, documented pre-season and post-season review of all equipment.
  - ◆ Guides must inspect equipment at the beginning and end 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.
  - ◆ Detailed inspection and repair/replacement procedures must be prescribed for each type of equipment used and these must be included in the Concessioner's RMP and communicated to its guides and staff.

- (2) **Transportation.** The Concessioner must provide transportation for its Guided Day Use Winter Activities of Guided Day-Use Snowshoe and Cross-Country Ski Tours.
- (a) Approved Parking Locations. Refer to Attachment 1 for a list of Approved Winter Authorized Parking Locations that correspond with Approved Winter Routes.
- (b) Vehicle Size Limits. The Concessioner must not operate vehicles larger than 15 passengers within the Area.
- (c) 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.
- (d) Safety Equipment. Vehicles must be equipped with a road safety kit adequate to the vehicle capacity and season.
- (e) Concessioner operated vehicles must meet requirements identified in this Operating Plan Section 3E(7)Vehicles.
- (3) The Concessioner must operate in accordance with all provisions of the Grand Teton National Park [Backcountry Management Plan](#) (1990), the Superintendent's [Compendium](#), and other applicable plans and their amendments.
- (4) **Limited Food Service.** The Concessioner must provide limited food service, i.e., pre-packaged food, snacks, and hot/cold beverages to its guides and clients when providing required services. Refer to Section 3E(11) Public Health and Sanitation of this Operating Plan for public health information.

**C) Authorized Visitor Services (GRTE024-24, GRTE032-24, GRTE033-24)**

- (1) None.

**D) Required Visitor Services (GRTE025-24)**

- (1) **Guided Day Use Winter Activities of Guided Day Use Backcountry Ski Tours.** Backcountry ski tours utilize skis or split boards to ascend and/or descend in terrain that does not require the specialized equipment, such as that utilized in ski mountaineering, which is not a required or authorized service under this Contract.
- (a) Tours. The Concessioner must provide a full-day group tour, open to the public. The Concessioner may choose to provide other group tours or private tours of varying lengths.
- (b) **Annual Winter Season Use Allocation.** The total seasonal use allocation for Backcountry Ski Tours is **100** visitors per season. This allocation applies to both the required and authorized service(s).

- (c) **Moose-Wilson Corridor Use Allocation.** Of the total seasonal allocation in (b) above, the total number of visitors per season that may be guided along routes located in the Moose-Wilson Corridor is **25**, with no more than **5** visitors in any single month.
- (d) **Guide to Client Ratio.** At least one guide per four clients.
- (e) **Approved Routes.** Guided Day Use Backcountry Ski Tours are operated in appropriate terrain within Park backcountry/wilderness areas. While there are no designated routes, tours may start from the valley floor and must include destinations that do not conflict with guided day-use snowshoe and cross-country ski tours that operate in lower elevations. Approved terrain/areas are subject to change by the Superintendent.
- (f) Backcountry ski tours originating from Teton Village are prohibited.
- (g) Guided activities in the Laurance S. Rockefeller Preserve are prohibited.
- (h) All use is subject to applicable use allocations set forth in D)(1)(b)(c) above.
- (i) **Equipment and Safety**
  - The Concessioner must provide clients on **day tours** with a Backcountry Access Tracker transceiver (or equivalent), shovel, probe pole, and backpack. The Concessioner may require clients provide their own ski equipment (skis, boots, poles) to support backcountry ski tours as part of its risk management program.
  - 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 and suitable for backcountry emergencies.
  - All guides must carry a backcountry GPS tracking device (text capability recommended).
  - All guides must carry a means of electronic communication (two-way radio, cell phone, satellite phone, 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.
  - Routes must be determined based on client's abilities and desires.
  - The Concessioner must maintain all equipment used in conducting backcountry skiing operations at a level that meets or exceeds manufacturers recommendations, including, but not limited to implementing an equipment monitoring program that includes the following:
    - ◆ An equipment manager position must be designated with overall responsibility for equipment care and replacement.
    - ◆ A complete, documented pre-season and post-season review of all equipment.
    - ◆ Guides must inspect equipment at the beginning and end 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.
    - ◆ Detailed inspection and repair/replacement procedures must be prescribed for each type of equipment used and these must be included in the Concessioner's RMP and communicated to its guides and staff.
- (2) The Concessioner must operate in accordance with all provisions of the Grand Teton National Park [Backcountry Management Plan](#) (1990), the Superintendent's [Compendium](#), and other applicable plans and their amendments.
- (3) ***Limited Food Service.*** The Concessioner must provide limited food service, i.e., pre-packaged food, snacks, and hot/cold beverages to its guides and clients when providing required services. Refer to Section 3)E)(11) Public Health and Sanitation of this Operating Plan for public health information.

## **E) Authorized Visitor Services (GRTE025-24)**

- (1) ***Guided Overnight Backcountry Ski Tours.*** The Concessioner may offer overnight guided Backcountry Ski Tours.

- (a) **Annual Winter Season Use Allocation.** As stated above in D)(1)(b) the total seasonal use allocation for Backcountry Ski Tours is **100** visitors per season, applicable to both the required and the authorized services.
- (b) **Annual Overnight Backcountry Allocation.** Of the total seasonal allocation, the total number of visitors per season that may be guided overnight on Backcountry Ski Tour use must not exceed **50** visitor "use nights". A "use night" is defined as one visitor staying one night in the backcountry.
- (c) **Approved Routes.** Overnight backcountry ski tours must originate from the west boundary of the Area and may utilize routes including the Teton Crest Trail, Granite Canyon, Death Canyon, and Cascade Canyon. Routes are subject to change by the Superintendent.
- (d) **Guide to Client Ratio.** At least one guide per four clients.
- (e) Use of snow shelters (e.g., quinzhees) are allowed and all shelters must be dismantled. The Concessioner must implement Leave-No-Trace or equivalent winter camping practices.
- (f) **Backcountry Permits.**
- A backcountry permit is required for all overnight stays.
  - Backcountry permits can be purchased online in advance January through May, or in the Area or by phone 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.
  - Overnight Party Size. Winter camping parties are limited to 20 persons.
- (g) **Backcountry Food Service.** If the Concessioner chooses to provide Guided Overnight Backcountry Ski Tours, the Concessioner is required to provide backcountry food service to its guides and clients when providing the authorized service. Refer to Section 4)A)(2) of this Operating Plan for evaluation standards for Backcountry Food Service (10-FBK). All Food service and sanitary procedures must comply with U.S. Public Health Standards and are subject to inspections.
- (h) **Equipment and Safety.**
- The Concessioner must provide clients on **overnight tours** with a Backcountry Access Tracker transceiver (or equivalent), shovel, probe pole, and backpack. Clients on overnight trips must also be provided with high-quality tents, sleeping bags, and sleeping pads appropriate for winter conditions. The Concessioner may require clients provide their own ski equipment (skis, boots, poles) to support backcountry ski tours as part of its risk management program.
  - 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 and suitable for backcountry emergencies.
  - All guides must carry a backcountry GPS tracking device (text capability recommended).
  - All guides must carry a means of electronic communication (two-way radio, cell phone, satellite phone, 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.
  - Routes must be determined based on client's abilities and desires.
  - The Concessioner must maintain all equipment used in conducting backcountry skiing operations at a level that meets or exceeds manufacturers recommendations, including, but not limited to implementing an equipment monitoring program that includes the following:
    - ◆ An equipment manager position must be designated with overall responsibility for equipment care and replacement.
    - ◆ A complete, documented pre-season and post-season review of all equipment.

- ◆ Guides must inspect equipment at the beginning and end 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.
- ◆ Detailed inspection and repair/replacement procedures must be prescribed for each type of equipment used and these must be included in the Concessioner's RMP and communicated to its guides and staff.

## 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 following operation**, a report stating the number of trips, routes, dates, guides, and participants for each service for the prior month. A template VUS report form will be provided by the Business Resources Office. The Concessioner must submit the form even if all the data reported are zero. Required information to be reported is subject to change.
- (2) *Franchise Fees. (GRTE024-24, GRTE032-24, GRTE033-24)*
  - (a) The Concessioner must pay a franchise fee according to the Contract, Section 5. Fees.
  - (b) For all months of operation, by the **15<sup>th</sup> of the month**, the Concessioner must submit to the 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 Business Resources Office. All franchise fee payments due to the Service must be made through Pay.gov. The Concessioner may propose to the Service use of other acceptable electronic payment methods, i.e. (ACH Credit Transfer form or FedWire).
- (3) *Franchise Fees. (GRTE025-24)*
  - (a) The Concessioner must pay a franchise fee according to the Contract, Section 5. Fees.
  - (b) The Concessioner must submit by **November 1** to the Business Resources Office, a Franchise Fee Report that documents the initial franchise fee payment due for the year. Any additional % amount due based on gross receipts is due within **60 days after the end of the operating season**. A template franchise fee report form will be provided by the Business Resources Office.
  - (c) All franchise fee payments due to the Service must be made through Pay.gov. The Concessioner may propose to the Service other available electronic payment methods.
- (4) *Annual Financial Report ("AFR").* As required in Section 7(b) the Contract, the Concessioner must provide an **AFR no later than 120 days after the last day of its fiscal year**. The Concessioner must submit the AFR according to Service policies and guidelines. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.
- (5) *Balance Sheet.* As required in Section 7(c) the Contract, the Concessioner must provide a copy of its Balance Sheet **within 90 days** following the effective date of the Contract.
- (6) *Insurance.* At the minimum, **14 days prior to beginning operations** and annually thereafter by **October 1**, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (7) *Personnel Listing.* Prior to each operating season, or **October 1**, whichever is earlier, and as changed, the Concessioner must provide the 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.

- (8) *Guides List.* Prior to each operating season, or **October 1**, whichever is earlier, the Concessioner must provide a written list of all guides with expiration dates of their Wilderness First Responder and CPR certifications to the Business Resources Office and update the list whenever changes occur.
- (9) *Vehicle List.* Prior to operating each season, or **October 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 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:
- Any incident or accident, including motor vehicle accidents or wildlife incidents, resulting in a fatality.
  - Injuries and/or property damage that necessitate a medical, fire, and/or law enforcement response.
  - All motor vehicle accidents regardless of the amount or extent of the damage.
  - Other incidents that may affect Area resources 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 Business Resources Office:
- Any incident or accident, including vessel, motor vehicle accidents, or wildlife incidents resulting in a fatality.
  - Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible; and
  - Other incidents that may affect Area resources (e.g., human-bat interaction, fires) 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 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.

Title	Schedule	Due Date
Schedule of Operations	Annually	October 1
Rate Monitoring Plan	Initially and As Required	Initially within 60 days of the effective date of contract, and as updated.
Rate Monitoring Information	Annually	Annually by June 15.
Firearm Policy	Initially	Initially within 60 days of the effective date of contract. Thereafter with any changes.

Title	Schedule	Due Date
Visitor Acknowledgement of Risk	Initial and Annually	Initially within 60 days of the effective date of contract. Thereafter by October 1 with any changes.
Risk Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by October 1.
Environmental Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by October 1.
Summary of Guest Satisfaction	Annually	June 15
Visitor Use Statistics Report	Monthly	By the 4 <sup>th</sup> day of the following month.
Franchise Fee Report and Payment	Monthly/ Annually	GRTE024-24, GRTE032-24, GRTE033-24 By the 15 <sup>th</sup> day of the following month. GRTE025-24 Initial payment November 1. Additional % amount due within 60 days after the end of the normal operating season.
Annual Financial Report	Annually	Within 120 days after the last day of its fiscal year.
Balance Sheet	Initially	Within 90 days of effective date of Contract.
Insurance Certificate	Initial and Annually	14 days prior to beginning operations. Annually by October 1
Personnel Listing	Annually	October 1
Guides List	Annually	October 1
Vehicle List	Annually	October 1
Incident Reporting	As required	As required
Human Illness Reporting	As required	As required
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.

### Attachment A-1: Ski and Snowshoe Approved Winter Use Routes and Parking Locations

The following table describes approved winter use routes/areas and authorized parking locations applicable to guided day use winter activities, snowshoe and cross-country ski tours, Draft Contract(s) CC-GRTE024-24, CC-GRTE032-24 and CC-GRTE033-24. Routes names noted with an asterisk (\*) are located in the Moose-Wilson Corridor, and subject to use allocations set forth in the Operating Plan.

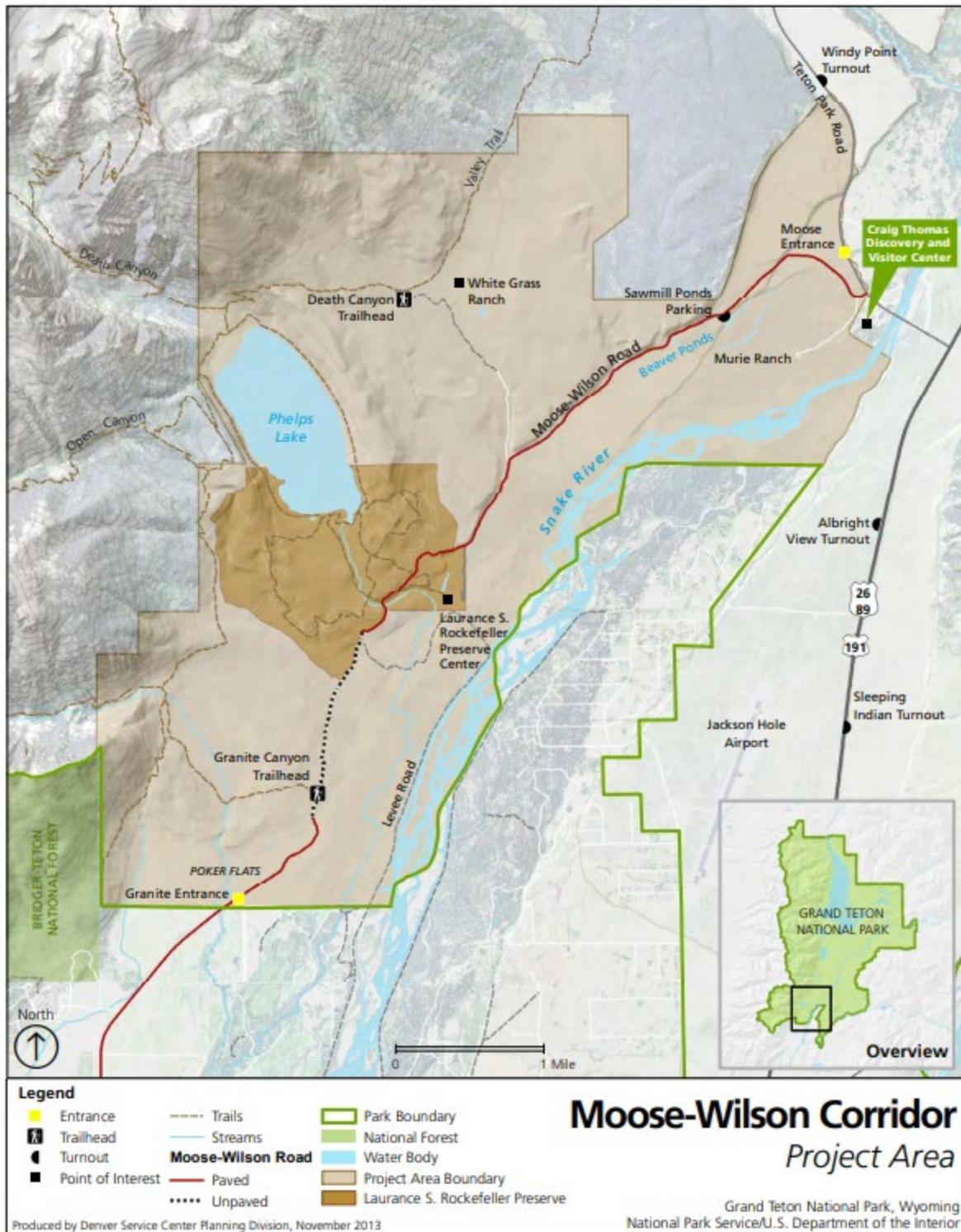
Refer to the *Ski and Snowshoe Approved Winter Use Routes/Areas and Parking Locations Maps* provided as an Appendix to the Prospectus for maps of the following routes.

Area Route Number	Area Route Name	Area Route Description	Area Authorized Parking Location
1	Arizona Creek	Generally, following the Arizona Creek trail heading north of the Arizona Creek plowed pullout and other Areas accessed from the pullout.	Arizona Creek plowed pullout.
2	Pilgrim Creek	Generally, following the Pilgrim Creek road heading north of the Pilgrim Creek plowed pullout and other Areas accessed from the pullout.	Pilgrim Creek plowed pullout (entrance to Pilgrim Creek Road).
3	South Colter Bay	Generally, following the summer trails heading south and west of Colter Bay Marina including Hermitage Point Trail, Swan Lake/Heron Pond Trail, Lakeshore Trail, and following the shoreline of Jackson Lake.	Colter Bay Visitor Center Parking Area.
4	Two Ocean Lake	Generally, following the Two Ocean Road or Emma Matilda Lake Loop Trail and other areas north of Pacific Creek Road accessed from the pullout, not including avalanche terrain, Forest Service lands, or Private lands.	Two Ocean Road plowed pullout (entrance to Two Ocean Road).
5 a & b	Signal Mountain	Generally, areas accessed from the Teton Park Road and following the Signal Mountain Road or summer trail. Route also includes following the shoreline of Jackson Lake south of Signal Mountain Resort as far as Spalding Bay.	North of the north gate on Teton Park Road. Must not block the gate.
6	East Boundary/Shadow Mountain	Generally, following the East Boundary Road north of the parking area and other Areas accessed from the parking area, not including Forest Services lands.	East Boundary Road/ Shadow Mountain access plowed parking area.

Area Route Number	Area Route Name	Area Route Description	Area Authorized Parking Location
7	Mormon Row	<p>Specifically, following the Antelope Flats Road corridor, which is defined at the area between snow poles. Route open when Antelope Flats Road is closed to vehicle traffic and closed March 31 or when opened to vehicle traffic, whichever comes first.</p> <p>Temporary route closures may occur if Antelope Flats Road is plowed for administrative access.</p> <p>Parking is not authorized at the gate on the east side of Antelope Flats Road closure; groups may be dropped off here for "through" tours to west side of road closure.</p>	Craighead Lane parking area on west side of Antelope Flats Road closure. One vehicle at a time per contract.
8	Murie Ranch	<p>Specifically, following within approximately 25 feet of the summer trail between the Craig Thomas Discovery and Visitor Center and the Murie Ranch. Routes below the river bench (near the river) are not authorized.</p> <p><i>This route is not subject to the Moose-Wilson Corridor allocation.</i></p>	South side of Moose Post Office parking area.
9	Menor's Ferry Historic District	Specifically, traveling north from the Moose Post Office approximately along the multi-use pathway to the Chapel of Transfiguration Road and following the road and pathway corridors to the Historic District. Routes through the Moose Headquarters Administrative and Residential areas are not authorized.	South side of Moose Post Office parking area.
10	Taggart Lake	Generally, following the summer trail to Taggart and Bradley Lakes. Includes the Taggart Lake loop trail and the Valley Trail south of Taggart Lake, not including avalanche terrain.	Taggart Lake/Cottonwood Creek Picnic Area. No more than three (3) vehicles per contract at one time.
11	Teton Park Road	Specifically, following the groomed Teton Park Road north towards Jenny Lake. Includes, winter trails generally following Cottonwood Creek north from the picnic area on the west side of the Teton Park Road.	Taggart Lake/Cottonwood Creek Picnic Area. No more than three (3) vehicles per contract at one time.
12	Moose-Wilson Road*	Specifically, following the closed section of Moose-Wilson road south from the closure. Routes off the road within the Laurance S. Rockefeller Preserve are not authorized.	Death Canyon or Granite Canyon winter parking areas. Parking along the Moose-Wilson road corridor outside of authorized trailheads is prohibited.

<b>Area Route Number</b>	<b>Area Route Name</b>	<b>Area Route Description</b>	<b>Area Authorized Parking Location</b>
13	Death Canyon*	Generally, following the Death Canyon road and trail west from the Moose-Wilson road closure, not including avalanche terrain. Includes the White Grass Dude Ranch area and Phelps Lake Overlook. Routes within the Laurance S. Rockefeller Preserve are not authorized.	Death Canyon or Granite Canyon winter parking areas. Parking along the Moose-Wilson road corridor outside of authorized trailheads is prohibited.
14	Granite Canyon*	Generally, areas accessed from the Granite Canyon Trailhead. Includes the Valley Trail and spur trails. Routes west from the junction of the Granite Canyon trail and Valley trail are not authorized due to avalanche terrain.	Granite Canyon Trailhead.

**Attachment A-2: Moose-Wilson Corridor Map**



**Attachment A-3: 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