## **EXHIBIT B**

## **DRAFT 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.

The Superintendent in consultation with the Concessioner will review and revise this plan as determined necessary by the Superintendent of the Area. Any revisions must not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Service provides guidance materials and standards for Concessioners on the National Park Service Commercial Services website at <a href="https://www.nps.gov/subjects/concessions/index.htm">https://www.nps.gov/subjects/concessions/index.htm</a> particularly the page titled, *Concessioner Tools*.

Notwithstanding any other provisions of this Operating Plan, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

#### 2) Definitions

## A) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service

#### 3) Management Responsibilities

#### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
  - (a) Has the authority and the managerial experience for operating the required, and if applicable, authorized services within the Area;
  - (b) Has the experience to effectively lead a staff with the expertise and training to operate all services and facilities authorized under the Contract;
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters, and facility management within the Area;
  - (d) Has the responsibility for implementing the policies and directives of the Service; and
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.
- (3) The Concessioner must maintain and provide a current, accurate contact information list to the NPS with all appropriate points of contact according to the schedule noted in the Recurring Due Dates table at the end of this Operating Plan.

#### **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.

## 4) General Operating Standards and Requirements

## A) Schedule of Operation

(1) The Concessioner must provide the required services for Area visitors every day during the summer season to meet minimum operating date requirements as established in the table below. Weather and visitation may cause dates of operating seasons to fluctuate.

Location	Services	Minimum Operating Season
Colter Bay Village	Lodging (Cabins)	First Thursday of June through third Sunday in September
Colter Bay Village	Lodging (Tent Cabins)	First Friday of June through first Monday in September
Colter Bay Village	Campground	First Thursday of June through third Sunday in September
Colter Bay Village	Campgrounds (RV Park)	Second Thursday of May through Last Sunday in September
Colter Bay Village	Food and Beverage	First Thursday of June through third Sunday in September
Colter Bay Village	Retail (Grocery and Gift)	First Thursday of June through third Sunday in September
Colter Bay Village	Retail (Marina Store)	Last Friday Prior to Memorial Day through third Sunday in September, based upon lake conditions
Colter Bay Village	Service Station	Opening and closing to align with Yellowstone South Entrance Road public vehicular schedule
Colter Bay Village	Marina (including Guided Interpretive Kayak Trips, Scenic Boat Tours, Guided Lake Fishing, and Recreational Equipment Rental)	Last Friday Prior to Memorial Day through third Sunday in September, based upon lake conditions
Colter Bay Village	Guided Horseback Rides and Corrals	First Saturday of June through first Monday in September
Colter Bay Village	Showers and Laundry	Second Thursday of May through Last Sunday in September
Gros Ventre	Campground	Frist Friday in May through second Sunday in October
Jackson Lake Lodge	Lodging	Last Friday Prior to Memorial Day through Last Sunday in September
Jackson Lake Lodge	Food and Beverage	Last Friday Prior to Memorial Day through Last Sunday in September

Location	Services	Minimum Operating Season
Jackson Lake Lodge	Retail	Last Friday Prior to Memorial Day through
		Last Sunday in September
Jackson Lake Lodge	Service Station	Last Friday Prior to Memorial Day through
		Last Sunday in September
Jackson Lake Lodge	Guided Horseback Rides and Corrals	Last Saturday Prior to Memorial Day
		through First Monday in September
Jackson Lake Lodge	Transportation	Last Friday Prior to Memorial Day through
		Last Sunday in September
Jenny Lake	Campground	First Friday in May through Last Sunday in
		September
Jenny Lake	Retail	First Friday in May through Last Sunday in
		September
Jenny Lake Lodge	Lodging, Food and Beverage, Retail,	First Friday in June through first Sunday in
	Activities (all services)	October
Snake River	Guided Float Trips	Last Friday Prior to Memorial Day through
		Last Sunday in September, based upon river
		conditions

- (2) The Concessioner must submit annually by the **third Monday of January** a written schedule of proposed opening and closing dates and operating hours for the Superintendent's approval. Operating dates outside of the minimum operating season are subject to Service approval.
- (3) The Concessioner must provide all services with regular hours of operation on holidays within the operating seasons.
- (4) 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.

### B) Rate Administration

- (1) Rate Administration Policy. The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and level of services provided by the private sector. The Service will judge reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change after the first year of the Contract. Each of the specified methodologies, outlined in this Operating Plan, has the same meaning as that set out in in the Concession Management Rate Administration Guide ("Rate Administration Guide")¹ and the NPS Concession Management Rate Administration Guide Addendum (March 2024)², as they may be amended, supplemented, or superseded throughout the term of this Contract. The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide.
- (2) Rate Approval Methods. Rate approval methods will vary by Service category, location, and other variables. The rate approval methods for services under the Contract are as follows:

Service	Approved Rate Method
Lodging	Competitive Market Declaration (CMD)
Campgrounds	Core
Food and Beverage: Ranch House and Café Court, Pioneer Grill, Jackson Lake Lodge New Food Service Outlet	Core Menu
Food and Beverage: All other outlets not identified under the Core Menu rate approval method	CMD
Retail: Merchandise	CMD

<sup>&</sup>lt;sup>1</sup> https://www.nps.gov/subjects/concessions/upload/2017-Rate-Administration-Guide.pdf

<sup>&</sup>lt;sup>2</sup> https://www.nps.gov/subjects/concessions/upload/2024-Concession-Rate-Administration-Guide-Addendum-508.pdf

Service	Approved Rate Method
Retail: Convenience Items	Core
Service Stations	CMD
Marina Services	CMD
Guided Float Trips	CMD
Guided Horseback Rides and Corrals	CMD
Transportation	CMD
Showers and Laundry	CMD
Medical Clinic (authorized)	CMD

## (3) Changes to Methods

- (a) <u>Changes initiated by the Service</u>. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
- (b) <u>Changes requested by the Concessioner</u>. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include an analysis of market forces criteria, including:
  - A list of competitors who provide reasonable substitutes of the Concessioner's service.
  - A review of the similarity of competitor services.
  - Identification of travel time/distance to competitors/the competitive market.
  - Availability of booking information to visitors.
  - A summary of the Concessioners pricing strategy regarding its position relative to its competitive market
  - [For requests to use CMD] The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
  - [For requests to use CMD] The Concessioner's proposed financial offsets.
- (4) Rate Requests. The following requirements for rate requests are applicable to service types approved under the Comparability and Core rate methods, but not to service types approved under the Competitive Market Declaration rate method.
  - (a) <u>Initial Rate Request</u>. The Concessioner must submit a request for its initial rates for core campground sites and core food and beverage menus items in writing within **30 days** following the effective date of the Contract.
  - (b) <u>Annual Rate Request</u>. Following the initial rate request, the Concessioner must submit all subsequent requests for rate changes to the Service in writing at least **60 days prior** to anticipated implementation.
    - <u>Campground Non-Utility Core Sites</u> Rate request must be submitted by the **first** <u>Monday in September</u>.
    - <u>Food and Beverage Core Menu</u> Rate requests must be submitted by the **first Monday** in **February**.
    - Retail Visitor Convenience Items The Service will provide the Concessioner updates to markup percentages annually.
  - (c) <u>Contents of Rate Requests.</u> The Concessioner must submit its proposed rates in writing and in accordance with the rate request timeline. The Concessioner's rate request must include:
    - Proposed rates, charges, and fees for all services approved under the comparability or core rate methods.

- A listing of comparable service providers, including those identified through existing comparability studies conducted by the Service and any new comparables the Concessioner would like to introduce for consideration.
- Descriptions or inventories of the 'extra quality features' of the Concessioner's service and its comparables which illustrate any differences in the Concessioner's rate position relative to its 'comparables'.
- A listing of comparable service provider rates, charges, and fees.
- A basic analysis of the Concessioner's rates and rates of comparable service providers, including minimum, maximum, averages, or other relevant statistics. If rates vary by season or include 'peak' rates, these should be analyzed separately.
- (d) <u>Rate Approval Timeframes</u>. The Service will respond within approval timeframes established in the Rate Administration Guide and Rate Administration Guide Addendum (March 2024).
- (e) Rate Implementation when Service Approval is Delayed. If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates after the Concessioner implements the requested rates, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (f) <u>Approved Rate Effective Period</u>. Approved rates will remain in effect until superseded by rate changes approved in writing by the Superintendent.
- (5) Management of Rates under Competitive Market Declaration. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the Competitive Market Declaration ("CMD") method.
  - (a) <u>Rate Adjustment</u>. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
  - (b) <u>Service Rate Monitoring</u>. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization/occupancy remains similar as prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services and rates. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with Concessioner operating reporting requirements outlined in this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
  - (c) <u>Concessioner Rate Monitoring Plan</u>. Within 60 days of the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments in rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The Plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's plan must describe a variety of monitoring components, including:
    - Monitoring by service type
    - Competitors by service type
    - How it will track competitor pricing
    - What its strategy is for pricing against competitors
    - How it will monitor utilization
    - How it will monitor visitor satisfaction for each service type or classification

- (d) <u>Rate Monitoring Information</u>. The Concessioner must supply the Service rate monitoring information on a monthly basis, aligned with the submission of its operational performance report.
- (6) Management of Rates under Core rate method. The following requirements for rate requests are applicable to service types approved under the Comparability and Core rate methods, but not to service types approved under the Competitive Market Declaration rate method.
  - (a) <u>Campgrounds</u>. The Service will approve rates for non-utility campsites using the Core Lodging Guidelines. Rates for Core sites are established according to comparability rate method. The Concessioner must submit all rate requests in accordance with Service guidelines. See Attachment B-4 for a list of Non-Utility (Core) campsites.
  - (b) Food and Beverage. The Service will approve rates for food and beverage at the outlets identified in section 4)B)(2) above using the Core Menu Guidelines. Rates for Core Menu items are established according to comparability rate method. The Concessioner must submit all rate requests in accordance with Service guidelines, including, but not limited to, the core menu items. After the Concessioner and Service establish an initial core menu, those core menu items are subject to comparability analysis. All menus are subject to Service approval prior to finalization. See Attachment B-5 for a list of Core Menu items.
  - (c) <u>Retail Visitor Convenience Items.</u> The Service will approve rates for convenience items using Core retail guidelines. The Concessioner must price core items using the Manufacturer's Suggested Retail Price, or if not applicable, alternative approved methods including the Markup Method or Competitive Market Declaration. See Attachment B-3 for a list of Core Visitor Convenience Items.
- (7) New Rate Methods. The Service continues to investigate ways to reduce the rate approval burden while meeting legal requirements and achieving the goals of the program. The Service and the Concessioner may choose to pilot such methods after consultation with the NPS Commercial Services Program.
- (8) Reduced Rates and Discounts
  - (a) The Concessioner must discount the price of an item or service if the Concessioner offers the item at less than the optimum condition because of diminished quality, poor service, or other conditions. The Service does not condone shortages, poor service, or running out of items on a regular basis; discounting for these reasons should be used only in unavoidable situations.
  - (b) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." If the Concessioner implements such a discount, the Concessioner must publicize the availability of the discount, clearly identifying the items or services that are subject to the discount, the group(s) whose members are eligible for the discount, and how the Concessioner will verify group membership.
  - (c) Reduced Rates for Government Employees. The Concessioner must provide reduced rates to government employees when they are conducting official government business in which the government is obligated to pay for the service or reimburse the employee. Conditions for the provision of reduced rates for official government business are described in the Commercial Services Guide at 6.12.7.2 Reduced Rates. The Concessioner may not provide reduced rates for goods or services to government employees who are not on official business, or their families, unless such rates are available to the general public.
  - (d) <u>Discounted Items</u>. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item.
- (9) Published Rates and Compliance
  - (a) The Concessioner must post all rates for goods and services available to visitors. Posting can include written and web-based advertising, brochures and other Concessioner promotional materials, price tags, menus and posted rate sheets, and rack rates posted in rooms.

- (b) In the case of Comparability, Core, MSRP, and Markup rate methods, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service. The Service will conduct periodic evaluations of Concessioner compliance with maximum approved rates. Approved rates must remain in effect until superseded by changes approved in writing by the Superintendent.
- (c) The Concessioner must ensure that third-party companies selling rooms or services on behalf of the Concessioner sell those rooms or services at or below the Service prescribed maximum rate (where applicable such as under Core or CMD), or the Concessioner's maximum advertised rate. The Concessioner must absorb any service fee or commission that the third-party charges in the approved maximum rate. This includes third-party booking agents (e.g., Expedia, Travelocity, Orbitz).
- (10) Reservations, Deposits, Refunds, and Cancellations. The Concessioner must use a central reservation system with a toll-free telephone number and online reservation capability to accommodate requests for all services for which they offer reservations. Computerized and telephone reservation systems must provide accurate information to potential visitors and be easily navigable and accessible to all potential visitors. For more information about Service requirements regarding reservations, deposits, refunds, and cancellations, refer to the Service's Commercial Services Guide.
  - (a) <u>Reservations</u>. The Concessioner must utilize a centralized computerized reservation system for all lodging, campground and activity services provided under the Contract on a 366 day forward rolling basis.
    - The reservation system must allow guests to complete online bookings for these services.
    - The Concessioner may not market, sell or offer reservations for any non-concession services on its website.
  - (b) <u>Reservations Services</u>. The Concessioner must provide reservation services, at a minimum, via an Internet website and toll-free telephone 8am 5pm daily. The Concessioner must offer an online Internet reservation system consistent with industry best practices.
  - (c) <u>Deposits and Cancellation Refunds</u>. 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 under what conditions cancellation fees will be charged, consistent with Service policy. 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 clearly disclose refund policies regarding advance rates and deposits at the time of reservation and at the time of stay.
    - The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose.
    - Refunds will be processed within two weeks of cancellation.
  - (d) Advance and Confirmed Rates. The Concessioner may advertise and charge a higher advance rate for its upcoming season before completing formal rate approvals in accordance with the Rate Administration Guide. Except as provided in 36 C.F.R. § 51.82(d), if the final approved rate for the season is lower than the advance rate, the Concessioner must refund the difference between the advance rate and the approved rate to the visitor. If the final approved rate is higher than the advance rate, the Concessioner must honor the confirmed advance rate for the visitor's length of stay.
  - (e) <u>Cancellations</u>. If a cancellation is made within the following specified time frames, the deposit will be refunded in full less an administrative fee. The Concessioner will submit its administrative fee schedule with each rate request. If the cancellation is made in less than the specified time frame, the deposit is forfeited. Advance time frames by location that allow for full refund less administrative fee will be:
    - Colter Bay Cabins: 3 days

- Colter Bay Campground, Colter Bay RV Park, Colter Bay Tent Village, Jenny Lake, and Gros Ventre campgrounds: Visitors may cancel their reservation prior to arrival both online and through the call center. A \$10 service fee will be withheld from any refund for a cancellation. Cancellations within 24 hours of check-in are subject to the late cancellation policy.
- Jackson Lake Lodge: 7 days
- Jenny Lake Lodge: 45 days
- (f) <u>Staff</u>. The Concessioner must provide adequate staff in its reservations office on a year-round basis and must increase staff, if necessary, to meet the need during peak periods. The Concessioner must provide training to staff on Lodging and Activities to sufficiently provide high-quality customer service.
- (g) <u>Third-Party Reservation/Booking Services</u>. Third party companies and intermediaries selling rooms or services on the Concessioner's behalf must sell those rooms or services at or below NPS approved maximum rates, when established. 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.
- (h) <u>Overbooking</u>. The Concessioner must not overbook facilities or services. The Concessioner may implement a waiting list system, pursuant to which the visitor is not guaranteed, nor charged for, a reservation until a service is confirmed as available.
- (i) <u>Rate Policies</u>. The Concessioner must submit its policies on reservations, group bookings, deposits, refunds, and cancellations for Service approval for the upcoming year within 120 days following the effective date of the Contract, and if changes occur, thereafter on an annual basis by the Second Friday in September.
  - The Concessioner must develop reservation procedures, including rates for group bookings, deposits, and cancellations, which are patterned after industry standards and/or those of businesses in the local market that serve as comparables or competitors to the Concessioner.
  - The Concessioner's policies must be consistent with the local market/industry standards.
  - Group bookings policies must include how the Concessioner will balance group or special event bookings and independent bookings, including, where group lodging will be accommodated, how group dining will be handled, package rate offerings and the allocation of these revenues (i.e., lodging, food, and beverage), complimentary room policy, and treatment of group commissions. Additional Area Specific Group Booking policies are identified in this Operating Plan Section 5)B)(7))(a) (Jackson Lake Lodge) and Section 5)B)(8))(b) Jenny Lake Lodge.

#### 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 contractor, vendors, utility providers, the Service, guests, employees, or others.
- (5) Local Purchasing. The Service encourages sourcing and purchasing of local products, where feasible.

#### 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, 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 facilities and services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The Service uses the results of the individual program evaluations 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 Service's Grand Teton National Park Business Resources Office ("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 Standards and Evaluations Concessions (U.S. National Park Service) (nps.gov). The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation. Additions and Exceptions are outlined in Operating Plan B-2 Service Specific Operating Standards.
  - (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) 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.
  - (d) <u>Fire, Life, Safety Inspections.</u> 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 Concessioner Risk Management Program (RMP) Evaluation. For additional information, refer to the Fire Inspections in the Maintenance Plan.
  - (e) <u>Interpretive Program Review.</u> 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.
  - (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) <u>Administrative Compliance Evaluation and Report</u>. 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) <u>Operational Performance Report.</u> The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
  - (c) <u>Public Health Program Evaluation</u>. A representative of the Service's Office of Public Health will conduct periodic evaluations of the Concessioner's food operations and swimming pool 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 Model Aquatic Health Code, respectively. 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) <u>Asset Management Program Evaluation</u>. 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 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) <u>Quiet Hours</u>. 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) <u>Smoking Policy</u>. 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) <u>Fund Raising Activities</u>. 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) <u>Special Events</u>. The Concessioner must submit annually by the **third Monday in January**, a written schedule of planned events that affect public spaces or exceed 75 participants

- (weddings and family reunions excluded). Special events may require the Concessioner to complete a Special Use Permit application.
- (e) <u>Accessibility</u>. The Concessioner must consult and integrate as applicable, features of the Accessibility Self-Evaluation and Transition Plan. A copy is available upon request to the GTNP Business Resources Office.
- (2) Lost and Found. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property in Concession Facilities. This program must include vehicles or other property that may have been abandoned by Concession employees. The Concessioner must submit the plan to the GTNP Business Resources Office for review and approval within sixty (60) days following the Contract effective date, and thereafter on an annual basis, by February 1, if changes occur. Any changes to the plan are also subject to prior review and approval.
  - (a) <u>Items lost or found within the Concession Facilities</u>.
    - The Concessioner must tag found items at the facility where they are found or turned in by completing a lost and found report, which identifies the item, date, location, and name of finder.
    - The concessioner must complete a lost and found report indicating name, address and telephone number of the person reporting a lost item, description of the item, date and location of loss, and the name of the person taking the report.
    - The Concessioner must hold all found property for 60 days. Efforts will be made to return found items to the owner within the 60-day period.
    - The Concessioner must not release items without claimant providing proper identification of the item, name, address, and signature of receipt.
    - Unclaimed items can be donated to a charitable non-profit organization. Items of little
      or no value may be destroyed. Disposition of items will be noted on the lost and found
      report.
    - The Concession must retain lost and found reports for 3 years.
  - (b) <u>Items found outside the Concession Facilities</u>. The Concessioner must instruct finders to take items to the Craig Thomas Discovery and Visitor Center in Moose or the Colter Bay Visitor Center to be further processed by the Service.
- (3) *Debit and Credit Cards.* The Concessioner must honor government issued cards and at a minimum Mastercard and Visa credit and debit cards.
- (4) Telephone Services
  - (a) <u>Courtesy Phones</u>. The Concessioner must provide courtesy phones at the locations listed below during the operating season May 1 October 15<sup>th</sup>. Courtesy phones must be capable of accepting calling cards and providing complimentary emergency and local calls. The Concessioner will check courtesy phones regularly to ensure that they are in working order. The Concessioner must repair out-of-order phones within a reasonable time frame and must have a computer-generated sign on them directing the visitors to the nearest working unit. Changes in number or location of courtesy phones are subject to Service approval.
    - Courtesy phones are required in the following locations: Colter Bay Cabins front desk, Colter Bay Grocery and Gift Shop, Colter Bay Campground Fee Collection Kiosk, Colter Bay Convenience Store, Gros Ventre Campground Office, Jenny Lake Lodge front desk, Jenny Lake Store, Jackson Lake Lodge front desk, and Jenny Lake Campground Kiosk.
  - (b) <u>Telephone Charges</u>. The Concessioner must provide public access to long distance services through in-room or public pay phone service. The rate charged to guests for local calls should not exceed current local pay phone charges. The rate charged to guests for long distance calls should be comparable to that charged by similar lodging properties in the market area and must be submitted for approval in conjunction with the approval for lodging rates.

- (5) Vehicles. The Concessioner must properly register, license, insure, and maintain all vehicles it uses to perform services under the Contract, except assigned government personal property, which the Service will register and license.
  - (a) <u>Identification</u>. The Concessioner must identify vehicles with the Company name. All lettering should be no larger than three- and one-half inches in height except for lettering on tour buses.
    - The Concessioner must maintain a spreadsheet identifying all vehicles used in its operation and annually submit it, with relevant updates, to the Service by **February 1**.
  - (b) <u>Parking</u>. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must always maintain egress in or out of the Service -approved designated area.
  - (c) Abandoned Vehicles. The Concessioner must notify the Service of abandoned vehicles in the Concessioner's land assignment, which include without limitation, employee vehicles. The Concessioner must tow abandoned vehicles located within the Concession Facilities at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner and properly dispose of all abandoned property. The Concessioner may not store non-functioning or unserviceable vehicles within the Area.

## F) Resource Protection

- (1) Area. The Concessioner must comply with all Area rules and regulations, particularly those dealing with the protection of natural and cultural resources including water quality, plants, and animals. The Concessioner must comply with Applicable Laws protecting clean water. The Concessioner must ensure that employees and guests are made aware of these rules and regulations.
- (2) Closures. Eagle nest closures prohibit all stopping, standing, or slowing for ½ mile in any direction from the nest during the period February 1 through August 15, each year. The Concessioner must adhere to other closures for resource protection that may be instituted at any time.
  - (a) Only in the case of extreme emergency will the Concessioner enter areas closed by the Superintendent.
- (3) Human-Wildlife Interaction. Every effort must be made to prevent bears and other wildlife from gaining access to human food sources. Concessioners are required to utilize bear-resistant containers if carrying bear attractants that will be left unattended.
  - (a) The Concessioner must make efforts to minimize disturbance of wildlife and modify its activities as required by the Service when human-wildlife conflicts occur.
  - (b) Feeding of wildlife within the Area is prohibited. The Concessioner must discourage the feeding of wildlife within the Concession Facilities, and with special attention to food service locations and river/waterways. The Concessioner must post signage that prohibits unattended food outdoors.
  - (c) The Concessioner must notify Teton Interagency Dispatch Center at 307-739-3301 immediately of any 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.
- (4) Non-Native Plant Species. The Concessioner must maintain corrals to be free of weeds and reduce the likelihood of introducing non-native plant species in the Area. The control of weeds and pests by chemical and other means is subject to Service approval. The Concessioner will refer specific problems to the Service Integrated Pest Coordinator.
- (5) Aquatic Invasive Species. To avoid introducing aquatic nuisance species into Jackson Lake or the Snake River, all boats, watercraft, and equipment must be drained, cleaned, and dried before entering Area waters if the immediately preceding trip was in a body of water other than

Jackson Lake or the Snake River. All watercraft using Wyoming waters are required to display an Aquatic Invasive Species (AIS) decal.

#### (6) Sanitation.

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- (a) 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.
- (b) All Concessioner vessels must carry Rest-Stop bags (or equivalent) that are EPA approved for landfill disposal or a portable toilet system capable of removing waste to a pump-out station outside the Area.

## G) Interpretation and Area Information

- (1) The Concessioner must interpret and inform the public on many topics throughout all operations, services, and Concession Facilities.
- (2) The Concessioner must submit a written Interpretive Plan to the Service outlining personal and non-personal services, the interpretive programs, and techniques the Concessioner will implement to educate visitors about the National Park Service mission, the Area, including the Area's significance and values, resource protection, and environmental programs or initiatives implemented by the Concessioner. The Interpretive Plan must be consistent with Area themes as defined in the Grand Teton National Park Foundation Document May 2017 (Foundation Document), available on the National Park Service Planning website. The Concessioner must use the Interpretive Plan to implement its interpretive program. The Concessioner must explore a wide variety of methods to convey interpretive messages to visitors on Area related themes and topics such as resource protection, appreciation of Area values and Service goals. The Concessioner must submit its initial Interpretive Plan to the GTNP Business Resources Office within 120 days of the effective date of this contract and annually by the third Monday in January.
- (3) Personal Informational Services. Employees must demonstrate their knowledge of Area resources and history while communicating with visitors and provide driving, walking, or biking directions to Area attractions and nearby Service Visitor Centers. The Concessioner must make materials on Area related themes and subjects available for employee reference. Information about the Area and management is available on the Grand Teton National Park Grand Teton National Park website.
  - (a) <u>Guided Activities Interpretation</u>. The Concessioner's guided activities must include information that interprets Area resources to enrich people's lives through meaningful learning experiences and enjoyable recreation; preserve and protect natural and cultural resources through broad collaboration and shared stewardship.
    - Guided activities must include an interpretive talk relevant to Area fundamental resources, values, and themes as defined in the Foundation Document.
    - Employees will use appropriate interpretive techniques in their presentations. All interpretive talks must demonstrate at least two interpretive techniques including at least one appropriate open-ended question posed to the clients. Each guide must develop a program plan that will outline the relevant idea of the program in addition to talking points and appropriate resource protection and safety messages. Program plans must be available upon Service request.
  - (b) <u>Public Tours</u>. At a minimum once daily, the Concessioner is required to provide a guided interpretive program to the public, without charge, at Jackson Lake Lodge which provides information on the historic designation of the location. Concessioner provided walking tours are limited to areas within the Land Assignment.

- The Concessioner may propose additional Area interpretive programming for Service review and approval.
- (c) <u>Park Involvement</u>. The Park staff may be available to advise and assist the Concessioner in the development of interpretive training, materials, and programs.

## (4) Informational Services and Materials

- (a) <u>Informational Items</u>. The Concessioner must provide a wide array of methods for conveying informational messages to visitors. In retail, lodging, and food service facilities, interpretive messages will be included on a variety of items, including hangtags, receipts, menus, placemats, paper cups, comment cards, self-guided tour and activity brochures, and public area and guest room displays. The GTNP Business Resources Office will review and approve all interpretative materials for public distribution.
- (b) <u>Locations</u>. The Concessioner must integrate the concepts presented in the Area's interpretive themes into the interior decors at retail, lodging, and food service facilities. Appropriate areas within the land assignment, both interior and exterior locations, will be made available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.
- (c) <u>Printed Maps and Guides</u>. The Concessioner will make Area information available at lodging, campgrounds, marina, corrals, activities desks, and service stations.

#### H) Deliveries

(1) The Concessioner must arrange deliveries from its own staff and outside vendors to not interfere with business operations during peak visitor times of day. Deliveries should utilize non-public areas to the extent possible.

## I) Possession of Firearms

- (1) 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.
- (2) 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, if applicable, and in its sole discretion, make employment conditional on compliance with its policy to prohibit firearms in shared quarters, dorms, or other Concession Facilities.

## J) Human Resources Management

- (1) Employee Identification Card. The Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date. These identification cards will be collected by the Concessioner upon termination of employment or at the end of the season for seasonal employees.
- (2) *Uniforms*. The Concessioner must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
- (3) Area Entrance Passes.
  - (a) The Concessioner must contact the Service's Fees Office to obtain Area entrance passes for permanent and seasonal employee's vehicles.
  - (b) The Concessioner must develop a tracking system for the assignment of entrance passes which will be available for Service review upon request.

- (c) All Area passes remain the property of the U.S. Government and must be surrendered upon termination of employment.
- (4) Employee Hiring Procedures.
  - (a) <u>Staffing Requirements</u>. The Concessioner must hire enough employees to ensure high-quality visitor services and facility management at all times.
  - (b) <u>General Manager</u>. The Concessioner must employ a local general manager who is responsible for the successful implementation of the terms required by the Contract. The general manager should have an extensive background as a general manager of a multi-disciplinary resort and in the hospitality industry.
  - (c) <u>Human Resources Director</u>. The Concessioner must employ a full-time on-site Human Resources Director for the successful implementation of the terms required by the Contract in the areas of, at a minimum, Human Resources, and Employee Housing and Food Services and Employee Recreation. The Human Resources Director must hold a relevant degree in human resources, business administration, or related field and have a minimum of five years' experience in human resources management.
  - (d) <u>Safety Officer</u>. The Concessioner must employ a designated, on-site, Safety Officer certified, at a minimum, in Occupational Safety and Health Administration (OSHA) 30.
  - (e) <u>Interpretive Specialist</u>. The Concessioner must employ a full-time seasonal position to lead its interpretive efforts and have oversight of internal interpretive program audits. The Interpretive Specialist will hold National Association for Interpretation (NAI) certification or equivalent, hold a relevant degree in natural history interpretation or related field, or have a minimum of two years' experience in interpretation. Position duties will include employee training, quality control of interpretive programs, development of non-personal interpretation, and assurance that concessioner-provided interpretation reflects Area themes.
  - (f) <u>Drug-free Environment</u>. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner must conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who either are in safety sensitive positions (e.g., security officer, tour boat captains) or 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's Law Enforcement Investigator.
    - The Concessioner must develop a drug and alcohol testing program for all employees in safety sensitive positions that includes, as appropriate, random testing. The Concessioner must make proof of testing available to the Service upon request.
  - (g) <u>Background Checks</u>. 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.
  - (h) <u>Driver Requirements</u>. Drivers of delivery trucks or passenger carrying vehicles must 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.
  - (i) <u>Service Employees and Family Members</u>. The Concessioner must not employ any Service employee, their spouses or dependent children unless written approval is provided by the Service. All requests for approval of Concessioner employment of Service employees or their

- spouses or dependent children, must be in writing and must indicate the nature of the duties of the Service employee and that of the spouse or dependent children, as well as the proposed compensation for the spouse or dependent children. The Service will not approve the Concessioner to employ in any status Service employees, their spouses or dependent children when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract.
- (j) <u>Service Investigations</u>. 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, employee identification number, and information contained in security logs.
- (5) *Training*. The Concessioner must provide appropriate formal and ongoing job training to each employee to ensure each has the knowledge and skills needed to perform the duties they will be assigned. The Concessioner must provide refresher training as applicable or required.
  - (a) <u>Job Training and Orientation</u>. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will evaluate the effectiveness of orientation training and adjust as necessary to ensure optimum effectiveness.
    - The Concessioner must provide mandatory employee orientation for all new employees. Orientation must inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area, Concessioner policies, management systems, and procedures.
  - (b) <u>Customer Service/Hospitality Training</u>. The Concessioner must provide customer service training for employees who have direct public contact. This training must adequately prepare employees to provide exemplary customer service.
  - (c) <u>Management Training.</u> The Concessioner must provide specialized training for supervisors and managers prior to the operating season.
  - (d) <u>Sanitation Training</u>. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the current edition of the U. S. Public Health Service Food Code.
    - The Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83A, Public Health, Chapter 5 Backcountry Operations, as they now exist and as they may be amended.
  - (e) Environmental Training. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program (EMP). As part of the EMP, the Concessioner will provide training on minimum impact principles and techniques, through the Leave-No-Trace program or equivalent, to employees providing guest activities, marina and campground staff, and other employees as practicable.
  - (f) <u>Safety</u>. The Concessioner must provide safety training to all employees according to the training requirements in its Risk Management Plan (RMP). Training topics must include wildlife safety and how to minimize human-wildlife interactions.
  - (g) <u>Guide Training, Qualifications, and Licenses.</u> All activity guides must be at least 18 years old. All guides must possess current Adult/Child Cardiopulmonary Resuscitation (CPR) certification through either American Red Cross or American Heart Association. **Prior to operating each season**, a written list of all guides documenting their first aid and CPR expirations dates must be submitted to the GTNP Business Resources Office. These lists must be updates as changes occur. All water-based activity guides must also possess the following skills, as verified by the Concessioner:
    - All guides must be able to swim, in the case of an emergency.

- Ability to safely navigate the river or lake as applicable.
- Knowledge of specific place names on the river or lake as applicable.
- Knowledge of emergency procedures including communication methods.
- (h) <u>Vessel Captains Training, Qualifications, and Licenses.</u> All boat captains must be licensed by the United States Coast Guard (USCG) with a license restricted to the water of Grand Teton National Park or other acceptable USCG license. The Concessioner is encouraged to have at least one boat captain with a regular USCG Master's License who is responsible for administering the practical examinations and providing on-the-job training for the other boat captains.
- (i) <u>Alcohol Sales Training.</u> The Concessioner must provide state approved or equivalent training to all employees who sell or serve alcohol to the public and employees.
- (j) <u>Accessibility Training.</u> The Concessioner must provide the necessary training to ensure employees have knowledge of accessible features and accessible activities offered by the Concessioner.
- (k) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational and safety orientation information, and/or educational services. Training should include how to use appropriate interpretive techniques and Area Interpretive Themes including geology, ecology, people, legacy, inspiration, and discovery. The GTNP Business Resources Office may evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Area interpretive themes.
  - The Concessioner must design and provide interpretive training for all activity guides. Training must include aspects of Leave-No-Trace, 'Be Bear Aware,' Aquatic and other Invasive Species prevention, and wildlife regulations applicable to the activity.
- (l) <u>Language Training</u>. The Concessioner must offer training and materials in relevant languages as necessary to facilitate employees performing essential job duties.
- (m) Employee Handbook. The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Service that pertain to the Concessioner's employees and contain information that ensures the Concessioner's employees understand the requirements of this Operating Plan. The Concessioner must provide a copy of all employee handbooks to the GTNP Business Resources Office initially by February 1 and upon revision. The Concessioner must submit changes to the Service for review at least 30-days prior to distribution to employees to assure consistency with all Area rules and regulations.
  - The Concessioner must establish a social media code of conduct and include it in the Employee Handbook.
- (6) Transportation of Employees in Certain Circumstances. The Concessioner must develop an employee transportation plan and submit it to the GTNP Business Resources Office **upon request**. At a minimum, the plan must describe how the Concessioner will transport employees in the following circumstances:
  - (a) When terminated employees need transportation, with their personal property, to a point of public transportation.
  - (b) When employees need transportation to and from an in-Area or out-of-Area medical facility.
- (7) 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.

(8) Volunteers in the Park (VIP) Program. The Concessioner may 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 <a href="http://www.nps.gov/volunteer/">http://www.nps.gov/volunteer/</a>.

## K) Employee Housing and Meals

(1) The Concessioner must provide a housing, meal, and recreation program for its employees. Attachment B-1 Employee Housing Operating Plan describes specific responsibilities and requirements.

## L) 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 <a href="https://www.nps.gov/subjects/concessions/environmental-management.htm">https://www.nps.gov/subjects/concessions/environmental-management.htm</a>. 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 update and submit its EMP to the Service within **120 days following** the effective date of this Contract and annually thereafter by the first Monday in February.
- (3) Environmental Data, Reports, Notifications, and Approvals. The Concessioner must submit the following environmental data, reports, notifications, and approvals according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.
  - (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain Service approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit, at least annually, an inventory of all waste streams generated by the Concessioner. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.
  - (b) <u>Corrective Action Audit Data</u>. The Concessioner must submit Corrective Action information related to inspections or environmental audits to the Service upon request.
  - (c) <u>Reports</u>. The Concessioner must submit copies of all documents, reports, class V wells, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies.
  - (d) <u>Notice of Violation</u>. The Concessioner must notify the Service in writing immediately upon notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

### M) Risk Management Program

- (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: <a href="https://www.nps.gov/subjects/concessions/risk-management.htm">https://www.nps.gov/subjects/concessions/risk-management.htm</a>. Further risk management specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.
  - (a) The Concessioner must submit its initial RMP to the Superintendent within 120 days of the effective date of this Contact and annually thereafter by the first Monday in February.
  - (b) The Concessioner must update its RMP to comply with Applicable Laws as necessary.

(c) The Concessioner must include its firearm policy in the RMP. Refer to Section 3(I) of this Exhibit for additional requirements on firearms policies.

Exhibit B: Operating Plan

- (2) Exculpatory Agreements.
  - (a) The Concessioner may ask visitors (or their legal guardian if the client is under 18 years of age) participating in Area activities identified as "high risk" to sign exculpatory agreements that include a visitor acknowledgment of risk (VAR), waiver of liability (WoL), and indemnification clauses.
  - (b) "High risk" services under this Contract are the following:
    - Guided Horseback Rides
    - Guided Float Trips
    - Guided Lake fishing
    - Scenic Boat Tours
    - Guided Kayak Tours
    - Canoe, Kayak, and motorboat rentals
  - (c) The Concessioner's Exculpatory agreements:
    - Must comply with applicable state and federal law and Service policy;
    - Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
    - Must waive liability against the United States by including the following language:
    - The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.
  - (d) The Service will not as a matter of standard practice, collect review or approve the Concessioner's exculpatory agreements. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to the Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant with Applicable Laws or Service policy. Any determination by the Service that a Concessioner's exculpatory agreement is policycompliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

#### N) Fire Protection

- (1) Fire prevention, protection, and suppression are primary considerations at all Concession Facilities.
  - (a) <u>Service</u>. The Service provides emergency response fire protection services within the Area. The Service provides management of all wildland fires in the Area.
  - (b) Concessioner
    - General. The Concessioner is responsible for fire prevention and protection within its assigned Concession Facilities, as outlined in the Maintenance Plan.
    - The Concessioner should encourage and permit its employees to participate in the local volunteer fire department located in Moran, Wyoming.

#### O) Protection and Security

(1) Security. During the operating season, the Concessioner must provide security personnel for the employee housing area to handle in-house employee issues and to check Concession Facilities

for security purposes on a 24-hour, 7-day per week schedule. Concessioner-employed security personnel will enforce the Concessioner's employee policies and housing regulations.

- (a) Security Personnel Qualifications and Training.
  - All security personnel must be certified in First Aid through a program sponsored in the United States.
  - All security personnel must possess current Adult/Child Cardiopulmonary Resuscitation (CPR) certification, including automated external defibrillator (AED), through either American Red Cross or American Heart Association.
- (b) <u>Security Authority</u>. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms.
- (c) <u>Jackson Lake Lodge Employee Village</u>. Security personnel must be on duty and on-site for no less than two hours after the Employee Bar closes.
- (d) <u>Security Incident Review Meetings</u>. The concessioner must establish a monthly security incident review meeting. Attendees must include NPS Business Resource Branch representation, Service District Ranger or proxy, and concessioner executive manager or proxy.
- (2) Reporting of Criminal Violations. The Concessioner must implement standard operating procedures to include immediate reporting, by phone call, or most appropriate means, of all suspected and known criminal violations to the Teton Interagency Dispatch Center at (307) 739-3301. An on-duty manager will be present on the scene when the Service responds to any reported criminal activity.
- (3) Security Patrol Reporting. The Concessioner must submit to the Service daily a reporting of security patrol incidents and actions during peak operating season.
- (4) Security Lead. The Concessioner must designate one employee as the security lead at the beginning of each operating season, notify the Service of the designee, and update this information as necessary.
  - (a) The Security Lead is required to communicate with the Service District Ranger(s) on security status and issues. Meetings must occur at least bi-weekly throughout peak season and prior to significant seasonal employee onboarding.
- (5) *Special Events*. The Concessioner must provide or hire security personnel for planned events that affect public spaces or exceed 75 participants (weddings and family reunions excluded).
  - The Concessioner must require organizers of events which necessitate private security to coordinate with Service and local law enforcement entities in advance of planned event.
- (6) Service Responsibilities
  - (a) Authority. The Service has concurrent jurisdiction on all Area lands and all facilities on Area lands including law enforcement, search and rescue, emergency medical services, and structural fire
  - (b) The Service provides resource, employee, and visitor protection and conducts law enforcement patrols within the Concession Facilities.
  - (c) The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner security personnel.
  - (d) The Service handles violations of federal, state, and county laws including the serving or execution of civil process.
- (7) Emergency Medical Care
  - (a) The Service provides emergency response. All medical emergencies must be reported to 911 or the Teton Interagency Dispatch Center at 307-739-3301.
  - (b) <u>Automated External Defibrillators</u>. The Concessioner must provide and maintain at least one automated external defibrillator (AED) for public use at Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay Grocery and Gift Shop, Jenny Lake Store, Gros Ventre Campground, and

onboard each scenic boat tour vessel. The Concessioner must have employees trained in AED use at each location.

## P) Public Relations and Visitor Satisfaction

 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

- (a) <u>Vector Borne Diseases</u>. 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 and posted at property registration areas, including kiosks.
- (2) Public Statements. 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.
- (3) Visitor Satisfaction and Monitoring
  - (a) <u>Visitor Comments</u>. **Within 30 days after the Contract's effective date**, and when updated, the Concessioner must submit to the Service for its review and approval or disapproval a visitor satisfaction monitoring system. The system may include electronic and hard-copy (i.e., comment card) surveys. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. The Service continues to develop standard visitor satisfaction questions and, once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service. The Concessioner must have an adequate supply of comment cards within its facilities, and information for accessing the electronic survey must be available at appropriate locations.
  - (b) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
  - (c) 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.
  - (d) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due by the 15th of the month during the operating season. The annual report is due on **the first Monday in November**. The Concessioner must provide individual comments upon request.
  - (e) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
  - (f) The Service piloted a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service's program when it is available.
- (4) Use of National Park Service Authorized Concessioner Mark (Mark). 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." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.

- (5) 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 well in advance to establish specific time frames for each project review. 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) <u>Authorization</u>. 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) <u>Accessibility</u>. The Concessioner must ensure all information and communication materials are compliant with the Section 508 Amendment to the Rehabilitation Act of 1973.
  - (d) Marketing Media. The Concessioner must maintain a website informing visitors of its operations within the Area. The website must provide links to the National Park Service website, the Area's individual website, and social media accounts. If the Concessioner creates and maintains social media sites for its in-Area operations, the content must be accurate, professional, accessible, and relevant to the concession operation or Area. Content containing general information about the Area, the Concessioner or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor its social media pages for offensive postings or inappropriate activities and remove offensive, inappropriate, or inaccurate postings immediately.
    - Marketing Media must not include the following:
      - content that illustrates unsafe or illegal actions.
      - content that reveals the locations of sensitive/confidential archeological or cultural sites.
      - content that identifies the current locations of wildlife or wildlife denning/nesting locations.
      - content that contradicts Area visitor messaging, e.g., posts that dispute the efficacy of bear spray and advise against visitors using bear spray.

## Q) Utility Responsibility

- (1) Concessioner
  - (a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, solid waste and recycling removal, telephone, internet, and propane.
  - (b) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
  - (c) The Concessioner must promptly pay for electricity, fuel, refuse collection, telephone, sewage disposal, water, or any other utility or service, whether provided by a governmental authority, public, or community service company.
  - (d) Internet Service/Wi-Fi.
    - The Concessioner must provide lodging and campground visitors with free high-speed wireless internet access. The Concessioner may provide additional sites with wireless internet for review and approval by the Service.
    - Fee for Service. The Concessioner may charge for wireless internet as approved in advance by the Service. The Concessioner must work with the Superintendent to apply for and be issued a right-of-way (ROW) permit before placing equipment on NPS-managed land.

#### (2) Service

- (a) The Service provides water and sewage 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.

## 5) Specific Operating Standards and Requirements

The Concessioner must provide all services as described in Sec. 4. The Concessioner must provide all services, whether required or authorized services, in a consistent, environmentally sensitive, and highquality 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. Attachment B-2 to this Operating Plan outlines additions and exceptions to the current Service Concession Management Guidelines.

## A) General

(1)Visitor Service Inventory. The Concessioner must operate the visitor services and facilities outlined within this Contract with the following inventory:

Service Type	Facilities	Required Visitor Service Inventory	
Lodging	Colter Bay Cabins	167 units	
	Colter Bay Tent Village	66 tent-cabins	
	Jackson Lake Lodge	385 units	
	Jenny Lake Lodge	37 units	
Campgrounds	Colter Bay	324 individual sites 10 Hiker-cyclist sites 12 large group sites 112 RV sites	
	Gros Ventre	279 individual sites 5 group sites	
	Jenny Lake	51 individual sites 10 Hiker-cyclist sites	
Food and Beverage	Colter Bay Village	Café Court 86 seats Ranch House 186 seats	
		Grocery Coffee Bar	
	Deadmans Bar	Riverside meal site for scenic float trips on Snake River	
	Elk Island	Meal site for scenic boat tours on Jackson Lake	

Service Type	Facilities	Required Visitor Service Inventory	
	Jackson Lake Lodge	The Mural Dining Room 305 seats, Pioneer Grill 86 seats, Blue Heron Lounge 120 (indoor/outdoor) seats, Pool Café/BBQ 250 seats, Outdoor Beverage Cart 50 seats, New Outlet TBD, Coffee Cart	
	Jenny Lake Lodge	Dining Room 93 seats	
Retail	Colter Bay Village	Gift Shop Grocery Marina Store	
	Jackson Lake Lodge	Gift Shop Retail Shop Newsstand Apparel Shop (Until CFIP#8)	
	Jenny Lake Lodge	Gift Shop	
	Jenny Lake Store	Grocery/Gift Shop	
Service Station	Colter Bay Village	5 fuel pumps, convenience store	
	Jackson Lake Lodge	2 fuel pumps, convenience store	
Marina	Buoys	38	
	Slips	86	
	Lake Fishing Boats	2 motorized vessels	
	Rental Boats	8 motorized vessels, 15 canoe, 38 kayaks (mix of single and double)	
	Scenic Tour Boats	2 motorized vessels	
Corrals	Colter Bay Village	70 stock maximum and no more than 88 stock combined with Jackson Lake	
	Jackson Lake Lodge	88 stock limit, combined with Colter Bay Village	
	Jenny Lake Lodge	18 stock maximum	
Showers & Laundry	Colter Bay Village		

## B) Lodging

(1) Lodging includes the provision of rustic, basic, mid-scale, and upscale guest accommodations. See the <u>Commercial Services Website for Lodging Classifications</u>. A list of Lodging classifications for each location is described in the table below.

Location	NPS Lodging Classification
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Colter Bay Cabins	Basic Lodging (10-LGB)
Colter Bay Tent Village	Rustic Lodging (10-LGR)
Jackson Lake Lodge	Midscale Lodging (10-LGM)
Jenny Lake Lodge	Upscale Lodging (10-LGU)

- (2) Lodging (10-LGR), (10-LGB), (10-LGM), (10-LGU) standards pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (3) Core/Non-Core Room Descriptions: See Attachment B-4 Lodging Core/Non-Core List.
- (4) Lodging Area Specific Requirements
  - (a) <u>Pillow Count</u>. Pillow count is defined as one person per twin bed or roll away, two persons per double, queen, king, and pull-out sofa. Pillow count by property is: 1,418 pillows at Jackson Lake Lodge; 114 pillows at Jenny Lake Lodge; 732 pillows at Colter Bay Cabins; and 264 pillows at Colter Bay Tent cabins. This may be adjusted for market demand, such as increasing the king/double bed ratio, with Service approval.
  - (b) <u>Length of Stay</u>. The Concessioner will implement a maximim14-day length of stay limit at all lodging within a calendar year.
  - (c) Front Desk Agent: A front desk agent must be available for guest services 24-hours per day, 7 days a week during the entire operating season including holidays, unless otherwise noted.
- (5) Colter Bay Cabins Area Specific Requirements
  - (a) <u>Guest Lounge</u>. Guest Lounge must be available for visitor use while cabins are available to public. Guest Lounge may be utilized by concessioner to provide interpretive visitor opportunities.
- (6) Colter Bay Tent Village Area Specific Requirements. An office employee must be available for guest services from 8 a.m. to 8.p.m., 7 days a week during the entire operating season including holidays. At other times, a front desk agent must be available at the Colter Bay Cabin Office.
  - (a) <u>Signage</u>. Each picnic table must have Service approved bear/food safety signage and relevant pest management signage posted.
  - (b) In-room trash and recycling cans. In-room trash and recycling cans are prohibited.
  - (c) <u>Campfire Water Buckets</u>. An appropriate water bucket must be provided at each visitor water spigot location to encourage visitor extinguishment of campfires.
  - (d) <u>Personal Property Requirements</u>. The Concessioner must provide to each unit a wood fired stove and flue, mattress pad, fire ring insert, picnic table, canvas walls, supports systems, and canvas rainfly subject to Service approval.
  - (e) <u>Equipment Rental</u>. The Concessioner is required to provide equipment rental to support visitor comfort such as bedding, roll away beds, etc.
  - (f) <u>Firewood Sales</u>. Firewood, as authorized, may be sold at the Registration office.
- (7) Jackson Lake Lodge Area Specific Requirements
  - (a) <u>Group Bookings</u>. The Concessioner may accommodate group bookings requesting all 385 Jackson Lake Lodge rooms before and after published opening/closing dates and during the designated operating season identified below. Once dates are published, all facilities must be open to the general public. The maximum number of rooms the Concessioner may use to accommodate group bookings during the operating season is:
    - 335 rooms from opening date to July 1
    - 125 rooms from July 1 to July 8
    - 50 rooms from July 9 to August 21
    - 165 rooms from August 22 to August 31
    - 335 rooms from September 1 to closing

- The Superintendent may approve any deviation from this policy in advance in writing.
- (b) <u>Pool</u>. The use of the Jackson Lake Lodge pool and towels is available at no charge for all Jackson Lake Lodge guests. Swimming Pool (10-SWI) standards pertain to the services required and authorized under this contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
  - Hours will be from 10 a.m. to 8 p.m. daily, weather permitting, from late May through Labor Day.
  - CPR certified pool attendants must be on duty during operating hours throughout the pool operating season. Appropriate signage will be present indicating no lifeguard is on duty.
- (c) <u>Special events at the Brinkerhoff Lodge.</u> The use of the Brinkerhoff Lodge (Brinkerhoff) is strictly limited to day-use special events during the Jackson Lake Lodge operating season. Overnight use is not authorized.
  - The Concessioner must develop a Brinkerhoff Operations Plan to address operations at the Brinkerhoff. The Concessioner must submit its initial plan to the GTNP Business Resources Office within 120 days of the effective date of this Contract and thereafter when updated. The Plan must, at minimum, address Standard Operating Procedures (SOP) for seasonal event space and facility management, including, at minimum:
    - Event operations, including event schedule, onsite management, pre-and post-event procedures for set-up, clean-up, catering and food service, etc.
    - Transportation plan, including parking and use of Concessioner-provided transportation from the Concessioner's other facilities.
    - ♦ Accessibility plan.
    - Emergency and safety procedures, including the Brinkerhoff and Caretaker's Cabin access control policy.
    - Facility management, including location-specific procedures for seasonal opening and closing, winterization, physical security and access policies, structural fire prevention, utilities management, maintenance, and CMMS reporting.
  - <u>Brinkerhoff Minimum Requirements</u>. The Concessioner must include these requirements in its Brinkerhoff Operations Plan:
    - Make event services available for reservation and purchase to the public, on a first come, first served basis. The Concessioner may require lodging to be purchased as a prerequisite for purchasing day-use event and catering and services.
    - Occupancy: The maximum occupancy allowed for day-use events is 35 people per event. The maximum occupancy allowed for seated meals is 24 people per event.
    - ♦ Events must end no later than 10:00 pm.
    - ♦ Food and Beverage: Consumption of food and beverage is limited to designated areas including the dining area, kitchen, entrance foyer, and outdoor spaces. Consumption of food and beverage is prohibited in bedrooms and the living room.
    - Operation of the fireplace is prohibited.
    - ♦ Damaged or missing items must be reported to the GTNP Business Resources Office within 24 hours of identification.
    - Public Parking. Public parking is not provided at the Brinkerhoff. The Concessioner must provide transportation to event guests from its other parking areas or lodging locations.
    - Employee Parking. Parking is limited to designated gravel parking spaces and may not occur on vegetation. Emergency vehicle through access on the paved loop road must be maintained. The Concessioner must provide transportation for employees

- when events exceed available parking. No more than two parking spaces will be maintained for employee housing at the Caretaker's Cabin.
- The entrance gate must be closed, and the Brinkerhoff must be locked when the Brinkerhoff is not in use.
- Smoking is prohibited within 25 feet of the Brinkerhoff and Caretaker's Cabin.
- Campfires and fire rings are prohibited. Barbequing is only allowed in the designated area at the base of the deck stairs.
- Launching and landing watercraft is not permitted.
- Concessioner staff is required to communicate, at minimum, the following to all Brinkerhoff guests:
  - . Historical significance of the Brinkerhoff and furnishings
  - . Rules regarding food, drink, smoking, and food storage in bear country.
- The Concessioner must develop a Historic Property Plan (HPP) to address Government Assigned Historic Personal Property contained in Exhibit E2. See Exhibit H Maintenance Plan for more information.
- (8) Jenny Lake Lodge Area Specific Requirements. The Lodge will be operated to meet, at minimum, Service standards for Upscale Lodging (10-LGU) and operated in a manner consistent with the Area history and character. The Concessioner may choose to independently meet the facility and service standard approximating a four-diamond hotel as designated by American Automobile Association (AAA).
  - (a) <u>Modified American Plan</u>. The Concessioner will provide a Modified American Plan option for reservations. The Modified American Plan must include lodging, breakfast and dinner meals, daily interpretive horseback rides, and other activities/amenities as approved by the Service.
    - Specials with varying meal arrangements may occasionally be offered at reduced pricing during low demand periods.
    - The concessioner will offer a "room only" rate during certain times of the year.
    - The concessioner may propose additional packages/plans for Service approval.
  - (b) <u>Group Bookings</u>. The Concessioner may accommodate groups, other than family groups, before and after published opening/closing dates and the group must book the entire facility.
  - (c) <u>Interpretive Horse Rides</u>. The Concessioner will utilize authorized horse trails to provide interpretive horse rides for visitors under the Modified American Plan. Interpretive horse rides may not be provided to non-guests.
  - (d) <u>Bikes</u>. Bikes at Jenny Lake Lodge must be available at no charge for all Jenny Lake Lodge guests. Rental Equipment (10-REN) standards pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.

## C) Campgrounds

- (1) Campground services include public campgrounds with designated sites for tents and RVs. Services include site utility hookups, pump out stations, restrooms, showers, and laundry facilities.
- (2) The Concessioner may not propose changes to the campsite type, i.e., such as individual, hiker-cyclist, group from the numbers contained in the Visitor Service Inventory list in section A)1).
  - (a) The table below lists the required locations of each Campground Service.

Location	Service
Colter Bay Campground	Tent, RV
Colter Bay RV Park	RV

Gros Ventre Campground	Tent, RV
Jenny Lake Campground	Tent

- (3) Campground (10-CAM) standards pertain to the required and authorized services under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (4) Specific Operating Standards to all Campgrounds
  - (a) The standards in this subsection apply to all campgrounds unless they conflict with a site-specific standard in a different subsection below.
  - (b) <u>Advance Reservation</u>. The Superintendent will determine in consultation with the Concessioner, by **September 15** of each year, the quantity and type of sites to be available by advance reservation for the next year's operating season.
  - (c) <u>Low Demand Closures</u>. During periods of low demand, loops may be closed to reduce operating costs. The Concessioner must provide 7 days' notice to the Superintendent.
  - (d) <u>Resource Protection Information</u>. Through reservation confirmation and at check-in, Concessioner personnel must provide, at minimum, verbal and/or written information and education to campers on food storage requirements, wildlife viewing regulations and safety, and Leave-No-Trace (or equivalent program).
  - (e) <u>Site Descriptions</u>. All campsites approved for advance reservation must provide visitors accurate and detailed site-specific information, including cellular service coverage availability or known limitations, prior to reservation sale and confirmation.
  - (f) <u>Host Availability</u>. A concession employee must be available for guest services in entry kiosks from 8 a.m. to 5 p.m., seven days a week during operating season, and after-hours contact information must be posted.
  - (g) <u>Campground Patrols.</u> The Concessioner is required to patrol campgrounds in a vehicle or on foot and identify unattended food sources within all campgrounds. One patrol during daylight and one patrol after dusk is required. Visitor contacts must be established to address food storage compliance and provide Leave-No-Trace education. The Concessioner must contact the Service when visitors remain non-compliant.
  - (h) Signage. Each picnic table must have Service approved bear/food safety signage posted.
  - (i) <u>Length of Stay</u>. The maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, is 14 nights per stay except as noted below, and 30 nights per year.
  - (j) <u>Authorized Use</u>. Total occupancy by a group may not exceed 50 percent of the individual campsites per night in any campground, except as noted below.
- (5) Specific Operating Standards to the Colter Bay Campground
  - (a) <u>Authorized Use</u>. No group may reserve or use more than two group sites at Colter Bay Campground or 20 percent of the individual campsites per night in the campground.
  - (b) <u>Site Management</u>. One loop of the Colter Bay Campground will be retained as a designated generator-free zone during peak season.
  - (c) <u>Service Use</u>. The Concessioner must withhold from advance reservation bookings one group site and two individual sites for Service volunteer and administrative groups throughout the operating season. If the Concessioner does not receive payment for these sites 30 days in advance of the reservation date, the Concessioner may release the sites for visitor reservations.
  - (d) <u>Campfire Water Buckets</u>. The Concessioner must provide an appropriate water bucket at each visitor water spigot location to encourage visitor extinguishment of campfires.
- (6) Specific Operating Standards to the Colter Bay RV Park
  - (a) Authorized Use. No tents are permitted.
- (7) Specific Operating Standards to the Gros Ventre Campground

- (a) <u>Maximum Operating Season End Date</u>. The Gros Ventre Campground may not operate beyond the Second Sunday in October.
- (b) Wildlife Closure. The Concessioner must close identified individual campsites tent sites in Loops F, Loop G, and the group sites contained in the "Group Loop" to the public by the 3<sup>rd</sup> Sunday in September annually to accommodate animal migration and visitor safety. The Concessioner may consult with the Service each September to request exceptions subject to Service approval.
- (c) <u>Site Management</u>. One loop each of the Gros Ventre Campground will be retained as a designated generator-free zone during peak season.
- (d) <u>Length of Stay</u>. The annual maximum length of stay for any individual, party, or organization is 14 consecutive nights and not to exceed 30 nights in a calendar year.
- (e) <u>Authorized Use</u>. No group may reserve or use more than one group site at Gros Ventre Campground or 20 percent of the individual campsites per night.
- (f) <u>Service Use</u>. The Concessioner must withhold from advance reservation bookings one group site or two individual sites for Service volunteer and administrative groups throughout the operating season. If the Service does not provide payment for these sites 30 days in advance of the reservation date, the Concessioner may release the sites for visitor reservations.
- (g) <u>Service Use of Amphitheater. The Concession Facilities do not include the Amphitheater.</u> The Service will utilize the Amphitheater for Service programs during the summer season. The Concessioner may request use of <u>Amphitheater through a Special Use Permit.</u>
- (h) Amphitheater Parking Area.
  - The Concessioner is assigned use of the Amphitheater Parking area (FMSS#36117) from April 16-October 31.
  - <u>Service Use of Amphitheater Parking.</u> The Service will store government owned and operated vehicles in the Amphitheater Parking area during the winter season from approximately October 15 – May 15. The Concessioner not authorized use of the <u>Amphitheater Parking area during this period.</u>
  - The Concessioner must provide and service a bear-resistant trash receptacle at the amphitheater entrance to support its use of the Amphitheater Parking area during its use season.
- (i) <u>Campfire Water Buckets</u>. The Concessioner must provide an appropriate water bucket at each visitor water spigot location to encourage visitor extinguishment of campfires
- (8) Specific Operating Standards to the Jenny Lake Campground
  - (a) <u>Sites and Driveways</u>. This campground is tent-only. No trailers, campers, camper vans, or generators are allowed, and vehicles cannot be over 8-feet high or 14 feet long.
  - (b) <u>Length of Stay</u>. The Jenny Lake Campground maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, is 10 nights per year.
  - (c) <u>Campfire Water Buckets</u>. The Concessioner must provide an appropriate water bucket at each visitor water spigot location to encourage visitor extinguishment of campfires
  - (d) Showers. Shower services are for Jenny Lake Campground registered guests only.

## D) Food and Beverage

- (1) Food and beverage service includes a variety of food from quick to-go and counter service, casual dining, and fine dining. Outlets provide from one to three meals a day based on operating hours. Not all locations have outdoor seating.
  - (a) The table below lists the required classifications of food and beverage service at each location. Meal periods identify minimum required service periods.

Location	Outlet	Food and Beverage Classification	Meal Period
Colter Bay Village	Café Court	Fast Casual	B, L, D

Colter Bay Village	Grocery Coffee Bar	Quick Service	B, L
Colter Bay Village	Ranch House	Family Casual	B, L, D
Deadmans Bar	Float Trips	Backcountry	
Elk Island	Boat Tours	Backcountry	
Jackson Lake Lodge	Barbecue	Fast Casual	D
Jackson Lake Lodge	Coffee Cart	Quick Service	B, L
Jackson Lake Lodge	Pioneer Grill	Fast Casual	B, L, D
Jackson Lake Lodge	Blue Heron Lounge	Bar and Cocktail Lounge	L, D
Jackson Lake Lodge	New Outlet	Quick Service	B, L
Jackson Lake Lodge	Outdoor Beverage Cart	Quick Service	D
Jackson Lake Lodge	Pool Cafe	Quick Service	L
Jackson Lake Lodge	Mural Room	Family Casual	L
Jackson Lake Lodge	Mural Room	Upscale Casual	B, D
Jenny Lake Lodge	Dining Room	Fine Dining	B, L, D

- (2) Standards. The Service will evaluate the required services and authorized services by using the Backcountry (10-FBK), Bar and Cocktail Lounge (10-FBB), Quick Service (10-FBQ), Fast Casual (10-FBC), Family Casual (10-FBF) and Upscale Casual (10-FBU)) standards. Additions and Exceptions to NPS service standards are outlined in Attachment B-2 Service Specific Operating Standards.
- (3) Additional General Standards for all Food and Beverage Locations
  - (a) <u>Food Safety Certification</u>. At each location, the Concessioner must have at least one full-time food safety manager certified as a ServSafe Food Protection Manager, or equivalent, by the National Restaurant Association.
  - (b) Menus. All menus must maintain a price range that accommodates the general range of Area visitors. The Concessioner must offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, heart healthy entrees, light eater's entrees, and children's menus. Concessioner must provide substitutes for visitors with food allergies.
  - (c) <u>Nutritional Information</u>. Concessioner must provide nutritional information for all food items sold in food and beverage operations to include total fat and calories. This information must be provided via poster, or on menus.
  - (d) <u>Disposable Containers, Utensils, and Paper Products</u>. The Concessioner must use compostable materials such as those made from corn starch or polylactic acid (or equivalent) for disposable containers, utensils, plates, cups, and paper products used at Concession Facilities. Napkins and paper products must be made from biodegradable, processed chlorine-free, 100 percent post-consumer recycled content paper.
  - (e) <u>Operational Efficiency</u>. The Concessioner must streamline operations to limit energy usage, water consumption, and recycling programs for solid waste.
  - (f) <u>Catering and Special Events.</u> Events must not occur when they interfere with the general public's enjoyment of the Area. The Concessioner must not use the Concession Facilities to provide catering services outside of the Area. Rates for catering and Special Events may not exceed authorized rates for similar food and beverage items. Catering outside of Concession Facilities may only occur for activities that have been permitted by the Service.
  - (g) <u>Alcohol Service</u>. All visitor outlets authorized to serve alcohol must discontinue alcohol service no later than 11 PM daily.
  - (h) <u>OPH Plan Review Form.</u> The Concessioner must develop and submit a NPS Office of Public Health (OPH) Plan Review Form to the Superintendent for review and approval at least **120**

- **days** prior to any new facility initial opening, unless requested earlier, and prior to any significant changes in the layout of food and beverage operations.
- (i) Alcohol sales are prohibited at the Coffee Bar.
- (4) Colter Bay Café Court
  - (a) The outlet will provide fast casual breakfast, lunch and dinner service.
- (5) Colter Bay Grocery Coffee Bar
  - (a) The Coffee Bar will provide grab-and-go breakfast and lunch items and specialty coffee service.
- (6) Colter Bay Ranch House Restaurant
  - (a) The Restaurant will provide family casual breakfast, lunch, and dinner meal service.
- (7) Deadmans Bar and Elk Island Meal Sites. Food and Beverage service provided will be evaluated using Backcountry (10-FBK) standards located on the NPS Commercial Services website <a href="https://www.nps.gov/subjects/concessions/upload/Backcountry\_Standards.pdf">https://www.nps.gov/subjects/concessions/upload/Backcountry\_Standards.pdf</a>.
  - (a) The Concessioner must store all bear attractants (food, coffee, tea, hot chocolate, sugar, condiments, spices, soap, cleansers, etc.) in bear-resistant containers or remove them from the site after each meal.
  - (b) The Concessioner must store all food service equipment (water containers, pots, pans, utensils, etc.) in bear-resistant containers or equipment removed from the site after each meal.
  - (c) Food particles must be burned off all grills after each meal.
  - (d) The Concessioner must leave the meal sites in a clean condition with fires properly extinguished. All provisions of the GTNP Human-Bear Management Plan apply to sanitation at these sites. Only gas grills may be used for cooking.
  - (e) The Concessioner must remove all garbage and trash from the site after each meal.
  - (f) Placement of bear resistant containers requires prior written approval of the Superintendent.
  - (g) Employees at meal sites must have bear spray readily available.
  - (h) If a bear is frequenting a meal site, the Chief Ranger, or their designee, may close the meal site temporarily.
  - (i) During times when a bear or bears are observed in the vicinity of a meal site, the Concessioner may be required to have two employees present during meal preparation and clean up.
  - (j) At least one ABC fire extinguisher must be located at each site.
- (8) Jackson Lake Lodge Barbecue
  - (a) The Concessioner must provide a Western-theme outdoor barbecue with buffet at the outdoor eating area near the pool.
  - (b) The Concessioner must provide dinner service a minimum of two days per week during the months of July and August.
  - (c) This service may be utilized to support group functions.
  - (d) If alcohol is served, a partition must be temporarily erected to separate the service area from the pool area.
  - (e) The barbecue may include live entertainment, upon approval of the Superintendent.
- (9) Jackson Lake Lodge Coffee Cart. Once the completion of the new food service outlet CFIP project is complete, the Service may discontinue allowance of the Jackson Lake Coffee Cart within the existing lobby.
  - (a) The Coffee Cart will provide grab-and-go breakfast and lunch items and specialty coffee service.
  - (b) Alcohol sales are prohibited at the Coffee Cart.

## (10) Jackson Lake Lodge Pioneer Grill

(a) The outlet must reflect the Jackson Lake Lodge period of significance (1950's) and the menu must reflect that era in, at a minimum, a portion of its offerings.

### (11) Jackson Lake Lodge Blue Heron Lounge

- (a) The Lounge will provide a lunch and dinner menu with hot and cold entrees, non-alcoholic beverage, beer, wine, and liquor service.
- (b) No promotional activities, events, or functions will center on alcoholic beverages. Promotional advertising of specific brands of alcohol in the lounge will be kept to a minimum. Banners and posters are not permitted.
- (c) The Lounge may include live entertainment, upon approval of the Superintendent.
- (d) Upon completion of the CFIP (CFIP #7), Quick Service (10-FBQ) standards may apply in addition to (10-FBB) Bar and Cocktail Lounge standards.
- (e) The Concessioner must develop and submit a OPH Review Form to the Superintendent for review when commencing the appropriate CFIP design phase.

# (12)CFIP #8 Jackson Lake Lodge New Outlet. The Concessioner must convert the Apparel Shop into a quick service, grab-and-go food and beverage operation.

- (a) The Concessioner must provide grab-and-go entrees, beverages, and specialty coffee service.
- (b) The new food and beverage outlet (CFIP #8) will be evaluated using NPS Quick Service (10-FBQ) standards unless otherwise classified by the Superintendent.
- (c) The Concessioner must develop and submit an OPH Review Form to the Superintendent for review when commencing the appropriate CFIP design phase.

## (13)PPIR #2 Jackson Lake Lodge Outdoor Beverage Cart and Expanded Terrace Seating.

- (a) The Concessioner must implement the Beverage Cart at the conclusion of CFIP #7 to support the operations of the Blue Heron Lounge.
- (b) The Beverage Cart may only provide a selection of beverages, including, beer, wine, and non-alcoholic beverages. The Cart must, at a minimum, provide daily hours during dinner service, weather permitting.
- (c) The location of the Cart will be coordinated by the Service. The cart may not impede the flow of pedestrian traffic along the terrace walkway and seating area.
- (d) <u>Outdoor Equipment</u>. The Service must approve outdoor equipment prior to use.
- (e) The Service will approve tables and chairs for up to 50 guests on the terrace to the north side of the Blue Heron Lounge.
- (f) This service will be reviewed with the Blue Heron Lounge utilizing the (10-FBB) Bar and Cocktail Lounge standards.

#### (14) Jackson Lake Lodge Pool Café

- (a) The Concessioner must provide a limited quick service menu.
- (b) Complimentary water service must be made available to pool guests.

## (15) Jackson Lake Lodge Mural Room

- (a) The Concessioner must offer family casual service for lunch and upscale casual service for breakfast and dinner.
- (b) At minimum, reservations will be taken for dinner.
- (c) Special events, banquets, and groups may be hosted in the restaurant as long as the general public is not displaced.
- (d) The Concessioner will use the bakery and butcher shop at Jackson Lake Lodge to prepare house-made breads, pastries and desserts and custom-cut meats and seafood.

## (16) Jenny Lake Lodge Dining Room

- (a) Jenny Lake Lodge offers fine dining for breakfast, lunch and dinner.
- (b) Dinner will provide a five-course prix fixe menu(s).

- (c) Jenny Lake Lodge guests may pay for breakfast and dinner as a component of the lodge's Modified American Plan rate.
  - Breakfast will include an ample selection from an a la carte menu. Dinner will be a five-course meal.
- (d) Breakfast and dinner are available for non-guests by advance reservation only.
- (e) Lunch for non-guests may recommend reservations.
- (f) Menu items should be locally sourced, when possible. High-quality sustainable ingredients will be utilized in all menus,

#### E) Retail

- (1) Retail services include the sale of general merchandise, convenience, and grocery items.
  - (a) Internet retail sales. Internet retail sales are not authorized.
  - (b) The table below lists the required locations of each dedicated retail operation and the primary retail types required at each location. This table does not cover retail services provided at the service station convenience stores.

Location	Primary Retail Types	
Colter Bay General Store (Grocery and Gift Shop)	General Merchandise, Convenience, and Grocery	
Colter Bay Marina Store	Specialty Sport Retail, Convenience	
Jackson Lake Lodge Apparel Shop (Until CFIP #8)	Specialty Sport Apparel, General Merchandise	
Jackson Lake Lodge Gift Shop	General Merchandise, Convenience	
Jackson Lake Lodge Newsstand	Convenience	
Jackson Lake Lodge Retail Shop	General Merchandise and Apparel	
Jenny Lake Lodge Gift Shop	General Merchandise, Convenience	
Jenny Lake Store	General Merchandise, Convenience	

- (2) Retail (10-RET) standards pertain to the services required and authorized under this contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (3) Additional General Standards
  - (a) The Superintendent has the right to review and approve all merchandise sold in the Area. At the discretion of the Superintendent, certain items may be determined to be inappropriate and unacceptable for sale. The Superintendent may request the Concessioner to sell particular items.
  - (b) Merchandise Plan. The Concessioner must develop and implement a merchandise plan based on the Area's Gift Shop Mission Statement and submit the plan to the Superintendent for review and approval within **90 days** following the effective date of the Contract and annually by **February 1.** Each retail outlet must include retail items unique to each specific location within the Area. The Concessioner must develop and implement a merchandise plan that incorporates for each location the concepts presented in the Area's interpretive themes. The Retail Gift Shop Objectives Statement applicable to this Contract is included as Attachment B-7 to this Exhibit.
  - (c) <u>Gifts and Souvenirs</u>. The Concessioner must offer opportunities to buy merchandise and memorabilia related to the informational or educational messages that highlight Area interpretive themes and appeal to a range of ages. Gift shops will offer items that have a direct relationship to Grand Teton National Park, its environs, history, or other related natural or cultural topics.

- (d) <u>Informational Tags</u>. Wherever possible and appropriate, the Concessioner must attach informational tags to the sales items to show their relationship to Area themes. This will include providing bear identification and safety information with bear spray and as appropriate with other recreational equipment.
- (e) <u>Grocery</u>. The Concessioner will provide a wide range, selection, and pricing for grocery items.
  - <u>Colter Bay Grocery</u>. The Concessioner must carry grocery products that include but are not limited to supplies supporting camping and day-use visitation, including fresh produce, dairy, dairy alternatives, meats, meat alternatives, bread, packaged and frozen products, packaged commissary foods, beverages, snack foods and personal care items. See Attachment B-3 Retail Visitor Convenience Core Items.
- (f) Packaged alcohol sales. The Concessioner must acquire and maintain a Wyoming liquor license to sell packaged liquor, beer, and wine at stores during prescribed hours of operation. The sale of alcoholic beverages to persons under 21 years of age is prohibited. Outlets authorized for Alcohol sales are identified in Attachment B-2 Service Specific Operating Standards.
- (g) <u>Tobacco sales</u>. The Concessioner may sell tobacco products at the stores during prescribed hours of operation. The sale of tobacco to persons under 18 years of age is prohibited. Cigarette vending machines are prohibited.
- (h) <u>Convenience Items</u>. The Concessioner must stock all stores with convenience items including, but not limited to, over-the-counter drugs for pain, indigestion, and other common ailments, toiletries, and other personal essentials such as shampoo, toothpaste, toothbrushes, soap, tissue, deodorant, diapers, baby wipes, sanitary products. See Attachment B-3 Retail Visitor Convenience Core Items.
- (i) Native American Products. Authentic Native Handicrafts must represent Area and regional themes and reflect the cultural, historical, and geographic characteristics of the Area. The Concessioner must actively seek authentic handicraft items representing Area and regional themes, including crafts by local Native American artists. Outlets authorized for Authentic Native American and Other Handicrafts are identified in Attachment B-2 Service Specific Operating Standards.
- (j) <u>Sporting Goods and Recreational Equipment</u>. The Concessioner must carry a selection of sporting goods, recreational equipment, and clothing to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items which represents a range of price and quality levels.
- (k) <u>Colter Bay Marina Store.</u> To support safe boat inspections, the Concessioner must carry a selection of Type II or Type III wearable Personal Floatation Devices (PFDs), including child sizes, Type IV PFDs, USCG approved fire extinguishers, sound producing devices such as air horns, and orange skier down flags. Sale of ice is required at this location.
- (l) <u>Firewood</u>. The Concessioner must acquire fully cured regional firewood from outside the Area for sale in its facilities.
- (m) <u>Outdoor Sales</u>. The Concessioner may not display or sell retail items outside of the stores unless approved by the Superintendent.
- (n) <u>Prohibited sales</u>. The following products are prohibited from public sale in Concessioner retail outlets:
  - Lead-based fishing equipment.
  - "Flushable" sanitary wipes.
  - Recreational vehicle and marine holding tank deodorizers which contain any of the following chemicals: Formaldehyde, Bronopol, Dowicil, Glutaraldehyde, Paraformaldehyde, and Para-dichlorobenzene.

- (o) <u>Vending Sources.</u> Vending machines must be conveniently located, and of a design and color that complement the aesthetics of the building and surroundings. The Concessioner must obtain the Service's approval of all machine locations and exterior aesthetics before the machines are placed in Concession Facilities.
  - Out-of-service. Any vending machines that are temporarily out-of-service will have computer-generated signs posted with appropriate information to direct visitors to the closest available unit.
  - Lighting. The machines will be adequately illuminated but will not contribute to night light pollution.
- (4) Bear Spray Rental. The Concessioner must provide bear spray rental and product return at Jackson Lake Lodge, Colter Bay Village, and Jenny Lake Store. The Concessioner may request additional locations for rental or drop off for Service approval. The Concessioner must maintain a total inventory of 100 bear spray cannisters.
  - Bear spray must be a minimum of 7.9 ounces.
  - Bear spray rental must include a holster.
  - Bear Spray must have Environmental Protection Agency (EPA) number.
  - Bear Spray must not be rented or sold past the expiration date.
  - Bear spray label must clearly state product is for stopping charging or attacking bears.
  - The Concessioner must post use instruction based upon product specifications.
  - The Concessioner must post Service approved rental and return policies at each rental location.
- (5) PPIR # 4 Bear Spray Bear Spray Rental Property/Inventory. As required in Contract Sec. 8 (e) of the Contract, the Concessioner is required in PPIR# 4 to purchase bear spray rental inventory to provide bear spray rental and product return in compliance with Bear Spray Rental standards above.
- (6) Gros Ventre Campground (Authorized Service)
  - (a) The Concessioner is Authorized to provide limited retail sales at Gros Ventre Campground including limited grocery products and camping related retail products.
  - (b) The Concessioner will provide for approval an initial list of visitor convenience and/or grocery items it intends to sell at the campground kiosk within **90 days** of the Contract effective date and updated annually, by **February 1** of each year.
    - Examples of visitor convenience items acceptable at Gros Ventre include limited grocery, retail products for RV and campgrounds, such as, packaged snacks, ice, firewood, etc.

#### F) Service Stations

- (1) Service Station Operations must include the sale of automotive fuel and routine automotive products. Colter Bay Convenience Store must carry convenience items, a range of food and beverage items, and is authorized to sell gift products. Jackson Lake Lodge Service Station may sell convenience items.
- (2) Automobile Service (10-AUT) standards pertain to the services required and authorized under this contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (3) Service stations will be operated on a seasonal basis and provide unleaded gasoline, diesel fuel, oil, lubricants, and other routine automotive products. Ethanol will be provided if available.
  - (a) Colter Bay Service Station. During the winter, pay at the pump fuel concurrent with the typical Yellowstone South Gate opening and closing schedule.
  - (b) Jackson Lake Lodge Service Station must provide basic automotive services such as, at a minimum, battery replacement, flat tire repair, and belt replacement. The Service acknowledges that some automotive inventory may necessitate 1–2-day delivery and delay of service.

(4) Visitor Assistance Service. A mechanic will be available seasonally to assist visitors within the Concession Facilities with changing flat tires, vehicle lock outs, jump starting vehicle batteries, and delivery of fuel. The Concessioner is authorized to provide these services elsewhere in the Area as scheduling permits.

#### **G)** Marina Services

- (1) Marina Service includes General Marina Services, Scenic Boat Tours, Guided Interpretive Kayak Tours, and Guided Lake Fishing.
  - (a) Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
    - Marina (10-MAR) standards pertain to General Marina Services: of Wet Slip Storage and Buoy Rental, Fuel Docks, Pump-out Facilities, and Boat Trailer Storage.
    - Boat Rental (10-BOA) standards pertain to Rental Vessels.
    - Guided Water Tours (10-GWT) standards pertain to Scenic Boat Tours.
    - Guided Water Float (10-GWF) and Food and Beverage-Backcountry (10-FBK) standards pertain to Guided Interpretive Kayak Tours.
    - Fishing (10-FIS) standards pertain to Guided Lake Fishing. If food and beverage is involved in Guided Lake Fishing trips, Food and Beverage-Backcountry (10-FBK) standards apply.

## (2) General Vessel Requirements

- (a) <u>Permits</u>. Area boat permits are not required for Concessioner-owned vessels and rafts. All watercraft using Wyoming waters are required to display an Aquatic Invasive Species decal.
- (b) <u>Identification</u>. The Concessioner must identify vessels with the Concessioner name. All lettering should be no larger than three- and one-half inches in height, except for lettering on lake tour vessels.
  - The Concessioner must maintain a spreadsheet identifying all vessels used in its
    operation and annually submit it, with relevant updates, to the Service by February 1.
- (3) Low Water. In seasons where lake levels are low, the following requirements apply.
  - (a) The Service will notify the Concessioner about anticipated water levels.
  - (b) In years when the operating season is less than eight weeks due to ice and water levels, slip and buoy holders will be refunded by day on a prorated basis for dates their slip or buoy was not able to be occupied within the eight-week operating season.
  - (c) The Concessioner, with approval of the Service, may suspend the following Marina Services in seasons where lake levels are low: Scenic Boat Tours, Guided Interpretive Kayak Tours, and Guided Lake Fishing.

#### H) Marina Services: General

- (1) Marina Services: General includes services for the boating public including:
  - (a) Wet Slip Storage and Buoy Rental
  - (b) Fuel Docks
  - (c) Pump-out Facilities
  - (d) Rental Vessels
  - (e) Boat Trailer Storage
  - (f) Courtesy Dock
- (2) Emergency Response (Towing)
  - (a) <u>Emergency Response Services</u>. The Concessioner must provide towing services for all rental vessels within its fleet. The Concessioner must have a minimum of one motorized towboat. The towboat must be of sufficient size and specification to tow tour vessels, rental fleet vessels and private vessels on Jackson Lake. Towing service must be made available, at

Service-approved rates, for privately owned vessels upon request from private owners or the Park.

- The Concessioner must establish procedures for emergency response, including training personnel on communication, identification of the visitor location and nature of the problem.
- The Concessioner must train enough employees in HAZWOPER NFPA First Responder Operations Level II such that at least one trained employee is on site during marina business hours to provide initial response and reporting spills. All marina staff involved in dock operations must be trained to the HAZWOPER NFPA First Responder Awareness Level I (online awareness training is acceptable).
- (b) <u>Dispatching</u>. Towing services must be dispatched during daylight hours upon request, except in severe weather conditions or other extenuating circumstances, at which time the Concessioner must immediately contact the Teton Interagency Dispatch Center (307-739-3301).
- (c) Towboats must be underway within a reasonable time after receiving a request, in accordance with approved procedures. The Concessioner will advise the vessel needing assistance of an approximate time of arrival that is within 30 minutes of the towboat's actual arrival.
- (3) Wet Slip Storage and Buoy Rental
  - (a) Maximum Slip Sizes and Quantities:
    - 37 slips of 30-foot length
    - 34 slips of 20-foot length
    - 13 slips of 15-foot length
    - 49 Buoys.
    - 6 End Ties
  - (b) <u>Buoys</u>. Buoys may not be used for boats over 30 feet due to their anchor weight.
  - (c) End Ties. End Ties may be rented on a per day basis.
  - (d) Marina Operating Rules
    - The Concessioner must provide the marina operating rules to the Superintendent for review and approval no later than **120 days** after the effective date of this Contract and when subsequent changes are made. The following provisions must be included:
      - All vessels must meet U.S. Coast Guard (USCG), federal, and state regulations regarding sanitation.
      - The Concessioner must allocate vacant slip, buoy, and trailer spaces from waiting lists on a first-come, first-served basis. The Concessioner will manage and maintain an accurate and current waiting list. Wait list applications, and new vessel moorage agreements will be provided to the Superintendent annually prior to the operating season. If a visitor is offered a buoy or slip and declines, their position on the waitlist is forfeit. The Concessioner must submit its wait list plan to the Service for approval annually by **May 1**.
      - The Concessioner must develop protocols to avoid slips and falls on the docks by boaters, guests, and employees.
      - Marina host. The Concessioner may allow one boat to be 'lived aboard' by one or two employees to provide a company presence after the marina office closes, and to monitor for and assist with marina emergencies. These employees must also be assigned a dorm room or other employee housing.
      - Storage slips of more than 25' in length will be equipped with shore power of at least 30 amperes and have an individual water tap. Storage slips of less than 25' in length may have a mixture of shore power and courtesy power. The Concessioner

must ensure that power connections from the shore power to the vessel are approved for that use by National Fire Protection Association (NFPA) guidelines. Water taps will be available for slips less than 25' in length. Overnight slips of less than 25' in length will have courtesy 110V power.

# (e) Slip Agreements

- Each occupied slip and buoy must have a current agreement in place with the appropriate renter's signature. Ownership of the vessel will be documented on each agreement. Within **90 days** following the effective date of the Contract, the Concessioner must submit the agreement for the review and approval of the Superintendent. The following provisions must be included:
  - Marina policies must be included in the slip and buoy rental agreement.
  - Subletting of slips, buoys, and trailer storage spaces is not permitted.
  - Only one boat will be registered to each slip or buoy and must occupy the slip for a
    minimum of 30 days or slip will be forfeit the following season. Boat must be
    owned and registered by the slip holder.
  - Slips, buoys, and boat trailer space may not be sold or transferred by the renter.
  - Compliance of local laws and regulations, including the Superintendent's Compendium.
  - Appropriate vessel insurance requirements, to include naming the United States of America as an additional insured.
  - Vessels may not display "For Sale" signs.
  - To reduce safety hazards, vessel attachments, such as pulpits, will not extend more than six inches over a walkway or dock.
  - Vessels must be repaired outside the Area.
  - Individuals with a rented slip where shore power is available at the Colter Bay Marina are considered to have a camping permit and may overnight on their vessel in the marina no more than thirty (30) days in the boating season (Friday of Memorial Day weekend to Monday of Labor Day weekend). Slips are not available outside the boating season.
  - Slip and Buoy Rate Changes. Slip and buoy customers will receive 30 days written notification prior to changes in rates for services.
  - Vessel owners are responsible for securing their vessels to the slip, maintaining their vessels, and checking them regularly. The Concessioner is responsible for the condition of each slip, including all cable lines, cleats, connecting eyes, and other appurtenances. The Concessioner must enforce minimum standards for the lines and equipment used to secure the vessel to the slip. Inadequate or faulty securing equipment may be replaced by the Concessioner at the owner's expense when necessary to adequately secure the vessel.
  - Salvage companies hired to retrieve submerged private vessels must obtain a Service special use permit prior to conducting a salvage operation.

#### (4) Fuel Docks

- (a) <u>Available Fuels</u>. Gasoline, diesel, and pre-mix (OBM) fuels, outboard motor oil and other lubricants must be readily available to the boating public.
- (b) <u>Fuel Dock Employees</u>. Only Concessioner-trained fuel dock employees may work on the docks. Fueling employees will be responsible for the proper fueling of all vessels (private and Concessioner-owned), instructing the boating public who wish to fuel their own vessels on the appropriate safety measures that must be undertaken prior to fueling the vessel, and must directly supervise the fueling of the vessel by the boating public. All fuel dock personnel will be trained in vessel fire suppression, fireboat operations, and in the use of spill

- containment countermeasures. OSHA hazardous spill training is required and will be coordinated with the Service.
- (c) Spill Containment. The Concessioner must have a Spill Prevention Control and Countermeasures (SPCC) Plan, which it will submit to the Superintendent for review and approval within 90 days of the effective date of the Contract and as revised. This plan will define training for marina personnel on spill prevention control and countermeasures, and emergency response procedures. If the Concessioner amends the SPCC Plan substantively, it must submit the amendments to the Superintendent for review and approval. Spill containment equipment will be readily available and stored at the fuel dispensing area. A ratio of approximately five feet of boom to every foot of the longest vessel docked and/or in service is recommended.
- (5) Pump-Out Facilities. The Concessioner must provide at no charge water-based sanitary pump-out facilities at the marina in sufficient capacity to accommodate the boating public without unreasonable waiting times. The pump-out facility shall be well marked to ensure the public is aware of its location. All holding tanks and wastewater delivery lines will meet applicable federal and state codes for this type of service. Visitors will pump-out their own boats.

# (6) PPIR # 3 Expansion of Rental Boat Fleet

- (a) As required in Sec. 8 (e) of the Contract, the Concessioner is required in PPIR# 3 to purchase new personal property to renew and expand the Colter Bay Marina rental boat fleet in the first year of the Contract term.
- (b) Fleet size is identified in (7)(b) below.

## (7) Rental Vessels

- (a) Rental Fleet. The Concessioner must provide vessels at the marina that will accommodate the general range of Area visitors. The Concessioner will also provide adequate facilities to clean and repair rental vessels. The Concessioner will follow the Department of Transportation's Passenger Vessel Safety Act of 1993, including any amendments. All vessels rented for visitor use shall be equipped as required by the USCG rules and regulations as provided for in 33 CFR §§ 173-175 and 36 CFR Part 3.
- (b) <u>Inventory</u>. The Concessioner must maintain a fleet of 8 motorboats, 15 canoes and 38 kayaks (single and double mix) for rent at Colter Bay Marina. These figures also represent the maximum fleet size.
- (c) The Concessioner may use its kayak rental fleet to conduct Guided Interpretive Kayak Tours.
- (d) <u>Instruction</u>. The Concessioner will provide all rental vessel customers hands-on instructions in the operation of the vessel and proper use of all equipment, Service and state regulations including, but not limited to water quality, "rules of the road," weather, and emergency information.

#### (e) Vessel Standards.

- Rental vessels must have equipment, such as personal flotation devices (PFD), oars, and anchors, as required by Service and Wyoming Boating Regulations.
- All outboard motors must be 4-stroke or meet more stringent environmental standards. The Concessioner will weekly inspect motors for fuel leaks, and keep a record of inspection, which will be available to the Service upon request. Motors will be immediately pulled from the water at the first sign of a fuel leak.
- Rental kayaks and canoes must be in colors or have markings that are highly visible in the water.

# (8) Boat Trailer Storage

- (a) <u>Location</u>. Boat trailer storage is designated in the secured parking area across from the Colter Bay Cabin Office.
- (b) <u>Obligation</u>. Boat trailer storage must be available for rent seven days per week on a seasonal basis for Colter Bay Marina seasonal slip and buoy holders only.

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- (c) <u>Capacity</u>. The Concessioner must consult with the Service to establish boundaries. No more than 33 public trailers and two Concessioner trailers may utilize this area at one time.
- (d) <u>Storage Agreement Length</u>. Boat trailer storage spaces must be leased on a seasonal basis, as available.
- (e) <u>Identification</u>. All boat trailers must be properly licensed.
- (9) Courtesy Dock. The Concessioner must maintain the existing courtesy dock for visitor use compliant with the current Superintendent's Compendium, which may establish a maximum length of time for any party or group.

#### I) Marina Services: Scenic Boat Tours

- (1) This service includes interpretive boat tours on USCG certified motorized vessels piloted by a USCG captain on Jackson Lake and includes meal tours to Elk Island.
- (2) Out of Order. The Concessioner must immediately notify the Service in writing if a vessel is inoperable. Upon replacement of any vessels, the Concessioner's fleet must continue to meet the minimum vessel requirements as described in the Contract.
- (3) Schedule. The Concessioner must schedule a minimum of three 1-½ hour scenic lake tours, daily. The schedule of scenic tours and meal tours is subject to change due to weather, water levels, and demand.
  - (a) The Concessioner must submit its Boat Tour schedule to the Service for approval within **120** days of the effective date of the Contract and annually by **November 1**.
  - (b) The Concessioner must offer a breakfast tour a minimum of six days per week.
  - (c) The Concessioner must offer a minimum of three dinner tours per week.
  - (d) One or two boats may be scheduled for each tour time.
  - (e) During other times, groups may charter the tour boats.
  - (f) Tours may be cancelled if there are 10 or fewer passengers.
- (4) United States Coast Guard Inspections (USCG)
  - (a) The Concessioner must ensure that passenger carrying lake tour vessels are inspected and certified in accordance with all USCG inspection programs and requirements. The Concessioner must manage tour boat operations consistent with Applicable Laws, including without limitation, USCG regulations for the class of vessel (46 C.F.R. Chapter 1, Parts 175 through 185 (Subchapter T). The Service may request copies of USCG inspection reports and certificates at any time from the Concessioner.
  - (b) The Concessioner is responsible for paying the cost of the travel expenses for USCG marine inspectors to inspect the vessels annually, and as required. Absent an agreement between the Service and USCG, the Concessioner is required to provide marine surveyors to conduct inspections compliant with applicable regulations.
  - (c) The Service may provide a ranger to provide interpretation for one or two cruise boats per day throughout the season.

## (5) Boat Captain Requirements

- (a) All boat captains must be licensed by the USCG with a license restricted to the water of Grand Teton National Park or other acceptable USCG license.
- (b) The Concessioner is encouraged to have at least one boat captain with a regular USCG Master's License who is responsible for administering the practical examinations and providing on-the-job training for the other boat captains.
- (c) Captains will provide interpretive information about the Park.
- (6) Vessels. The Concessioner must provide a fleet that meets the following requirements:
  - (a) <u>Vessel Control</u>. The Concessioner must own or control (such as by a vessel lease or rental agreement/contract) all vessels it uses in performance of this Contract.

- (b) Two (2) primary vessels that have minimum U.S. Coast Guard (USCG) approved capacities of 38-49 passengers and meet marina size and depth limitations at Colter Bay. New or replacement vessels are subject to USCG and Service approval.
- (c) The Concessioner must provide at least one automated external defibrillator (AED) onboard each scenic boat tour vessel.
- (d) Access by Persons with Disabilities.
  - The Concessioner's Scenic Boat Tour vessels must meet accessibility requirements. The Concessioner must develop and submit to the Service for review an accessibility plan no less than **30 days following the Contract effective date** specific to the needs of guests with disabilities, including disabilities related to mobility, sight, hearing, and cognition. Plan elements will include descriptions of boarding procedures, safety equipment used to assist a person with a disability, staff training and other protocols for passengers requiring assistance. The Concessioner must implement the Accessibility Plan starting on the effective date of the Contract.

# (7) PPIR # 1 Two Tour Boats with Improved Accessibility

- (a) As required in Contract Sec. 8 (e) of the Contract, the Concessioner is required in PPIR# 1 to purchase two (2) new tour boats. The Concessioner must have new boats operational no later than the third operating season of the Contract
- (b) <u>Vessels</u>. Within 1 year of the effective date of the Contract, the Concessioner must purchase two (2) new tour boats, each with maximum U.S. Coast Guard (USCG) approved capacities of 49 passengers and meet marina size and depth limitations at Colter Bay. The Concessioner will need to verify the maximum boat size (length, width, draft) for the marina, and the two new boats will need to moor to an 89' dock. New boats are subject to USCG and Service approval.
- (c) New or replacement inboard vessels cannot have gasoline engines. New or replacement inboard vessels must have diesel engines or other engines as approved by the Service.
- (d) Accessibility. New vessels must provide accessible amenities, including the following:
  - Signage
  - Onboard Accessible Routes and Accessible Passenger Boarding Systems (e.g., Entry Deck, Passage Areas, Routes, Doorways)
  - Seating Areas (a minimum of two accessible tie-downs)
  - Enclosed Climate-Controlled Seating Areas (a minimum of one accessible tie-down)
  - Assistive Listening Systems (for all audio announcements including safety, emergency, and interpretive programs)
  - Emergency Alarms (at minimum, audible and visible systems)
  - Emergency Plans

# J) Marina Services: Guided Interpretive Kayak Tours

- (1) A guided interpretive kayak tours is defined as a guided tour on Jackson Lake that utilizes kayaks, canoes, or other NPS approved non-motorized watercraft.
- (2) Specific Operating Conditions
  - (a) The Concessioner must operate guided kayak tours at minimum three days a week, utilizing rental vessels.
  - (b) Tours will originate from the Colter Bay Marina and utilize approved routes including Little Mackinaw and Bearpaw Bay areas. Alternate tour origination locations and routes must be approved by the Service.
  - (c) Guides will ensure travel remains 100 meters or less from the shoreline.
  - (d) Guides must carry bear spray and provide a review of 'bear awareness' with tour participants if landing outside of the marina.

(e) Guides should land tour participants in varying locations on durable and sustainable surfaces to avoid establishing trails and eroding landing/launch sites.

Exhibit B: Operating Plan

(f) Tours may not exceed eight participants with a single guide.

# K) Marina Services: Guided Lake Fishing

- (1) Guided Lake Fishing Trip. A lake fishing trip is defined as a watercraft-based trip on Jackson Lake where the primary activity is fishing. A guide is in control of the vessel and provides fishing instruction and an interpretive experience for anglers riding in the vessel.
- (2) Specific Operating Conditions
  - (a) The Concessioner must offer guided lake fishing trips during the marina operating season and at minimum, 500 trips per season.
  - (b) Fishing trips will be at least two hours in length.
- (3) Vessel requirements. The Concessioner must have a minimum of 2 motorized vessels specifically designed and allocated for guided fishing.

# L) Guided Float Trips

- (1) Guided Float Trip. A guided float trip is defined as a Snake River rafting trip where the primary activity is riding a watercraft and enjoying the scenery. A guide is in control of the vessel and provides an interpretive experience for passengers riding on the raft. The section below lists the primary location for the service.
- (2) River Access and Allocations
  - (a) To keep launch ramps clear for use, the Concessioner must use the ramps for launch and retrieval only. Rigging of equipment on the ramp is not permitted.
  - (b) Float trip launch points: Pacific Creek, Deadmans Bar, Moose.
  - (c) Float trip takeout points: Deadmans Bar, Moose.
  - (d) Scenic trip meal stops: Snake River Cook site south of Deadmans Bar.
  - (e) Meeting points: All locations within the Concession Facilities and the Snake River Overlook.
  - (f) Float Trip Use Limits.
    - Daily float trip allocation is 21 launches.
    - Additional daily float trip reserve is 5 launches.
    - Additional monthly float trip reserve is 11 launches. Allocations are subject to change by the Superintendent. In accordance with 36 CFR § 51.76, the Concessioner does not obtain any contractual or other rights to the continuation of a particular allocation level.

#### (3) Transportation

- (a) Moose Commercial Parking Lot
  - Vehicles must be parked in the designated commercial area in Moose or at concession facilities when staged between trips unless parked outside of the Area.
  - No overnight parking is permitted in the commercial lot.
- (b) Moose Float Trip Visitor Parking. Parking or stopping in the front "float trip parking" area with boats and/or trailers for longer than 10 minutes is strongly discouraged. No rigging of equipment is permitted in this area.
- (c) <u>Deadmans Bar</u>. Rigging of watercraft in front of the accessible trailer parking area is not permitted. When uncrowded, watercraft may be rigged in the center parking area, otherwise, watercraft should be rigged within the signed area.
- (d) Trailers should be removed as soon as possible after watercraft are launched.
- (e) Concessioner boat trailers are not allowed on the Teton Park Road or the Moose-Wilson Road.
- (f) The Concessioner may transport passengers unable to walk to and from the Snake River Cook site with prior approval of the GTNP Business Resources Office.

# (4) Equipment and Safety

- (a) The Concessioner must provide an Equipment List of rafts, trailers, and passenger-carrying vehicles to the GTNP Business Resources Office prior to the start of guided activities each season, to be updated as equipment changes.
- (b) <u>Raft Capacity</u>: 17 passengers or fewer. Raft weight capacities shall not exceed manufacturer's recommendations. Replacement rafts must be of the same or less capacity. Changes in the type of watercraft used that result in substantial changes in capacity must have prior approval of the Superintendent and may result in adjustment of daily launch allocations.
- (c) Rafts must have a minimum of four (4) compartments in the main tube or chamber.
- (d) Rafts must have serviceable lifelines appropriate to the raft size and visitor capacity and extend around the entirety of the raft.
- (e) Each vessel must have a readily accessible rescue throw bag on board.
- (f) Concessioners are not permitted to remove waterway hazards or obstacles anywhere in the Area.
- (g) A non-motorized boat permit is not necessary for commercial vessels providing services under this Contract. All watercraft using Wyoming waters are required to display an Aquatic Invasive Species decal.

# (5) Specialized Training and Guide Qualifications

- (a) The Concessioner must ensure:
  - All guides have completed at least ten (10) training trips on the section of the Snake River to be guided and have been in full control of the boat and observed by a qualified guide (i.e., one who has completed at least ten training trips) in a 1:1 trainee to trainer ratio.
  - These trips must be logged and certified by the trainer/Concessioner and provided to the GTNP Business Resources Office. If the trainer is not a Concession employee, the training trips must also be certified by the trainer. All training trips must be documented and submitted prior to any solo trips.
  - At least half of the training trips must be conducted before visitors are included in training trips.
  - A guide who has been certified by one company on a specific section of river can work for other companies on the same section of river as was previously qualified without further training.
  - Guides from other stretches of the Snake River or other rivers must make the training trips described above before guiding any solo trips in the Area.
  - If a guide is certified on the Deadmans Bar to Moose stretch or the Moose to downstream stretch, only two additional trips are required for certification on the Pacific to Deadmans Bar stretch.
- (b) All guides must be certified in swiftwater rescue through a training that meets the National Fire Protection Association 1006 AWR (Awareness) standard.
- (c) 20% of Concessioner employed guides must be certified in swiftwater rescue through a hands-on course that includes practical water skills and meets the 1006 OPS (Operations) standard from the National Fire Protection Association. Upon successful completion of the training, the Concessioner must ensure these individuals share concepts that are relevant to their company's operation with the entire staff through incorporation into training and risk management plans as appropriate.
- (6) Interpretation. The interpretive requirements listed in Section 4)G)(3)(a) Interpretation and Area Information, Guided Activities Interpretation apply to Guided Float Trips. In addition, interpretive talks must include emphasis of the "Outstandingly Remarkable Values" defined in the Snake River Comprehensive Management Plan. Interpretive talks will include wildlife/resource

protection messaging such as Aquatic Invasive Species (AIS) prevention, Bear Safety, and Leave No Trace when relevant.

## (7) Resource Protection

- (a) Rafts are not allowed to stop on the Snake River except in cases of emergency.
- (b) The Concessioner must not launch any commercial float trip while other commercial trips are in sight on the river. During the trip, guides should try to minimize encounters with other parties, to promote the Snake River Comprehensive Management Plan's desired condition of "no more than 10 encounters with other groups."
- (c) The Concessioner must drain, clean, and dry all boats, watercraft, and equipment prior to launching if the immediately preceding trip was in a body of water other than Jackson Lake or the Snake River.

# M) Guided Horseback Rides and Corrals

- (1) Guided Horseback rides include the provision of guided public day-use horseback rides on designated trails that vary in length. All stock must be horses. The table below lists the primary location for the service.
- (2) Horse and Mule (10-H&M) standards pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (3) Horse and Mule Area Specific Requirements. The Concessioner will operate all horse use in accordance with the Park's Backcountry Management Plan, the specific provisions of 36 CFR § 2.16 "Horses and Pack Animals," and the <u>Superintendent's Compendium Section</u> 2.16 "Pack Animals."
  - (a) Maximum Number of Stock including Employee Horses
    - Colter Bay Village: No more than 70 working stock at Colter Bay at any time, excluding the preseason delivery of horses for all locations.
    - Jackson Lake Lodge: No more than 88 working stock at Jackson Lake Lodge and Colter Bay Corral combined.
    - Jenny Lake: No more than 18 working stock.

## (b) Rides

- Rides will be one to four hours in duration. No all-day, overnight rides, or pony rides around the corral are authorized.
- A maximum of four rides per day are approved from each corral location.
- The maximum number of horses per ride is 12 plus the wranglers' horses.
- There must be at least two wranglers if the number of horses for guests exceeds 6 per ride. No more than one person will be allowed on each horse.
- Rides using the same trail must be spaced a minimum of 15 minutes apart.
- (c) <u>Authorized Horse Trails</u>. Authorized horse trails are shown on Attachment B-6 Horseback Riding Authorized Trails. Off-trail use is not permitted.
  - <u>Trail Conditions.</u> To prevent resource damage during the season, the district ranger will observe trail conditions and close trails when they are too wet for horse use. The district ranger will give the Concessioner as much advance notice as possible (preferably 24 hours). During a closure, the district ranger will monitor conditions and reopen the trails as soon as they are dry enough for use. The Concessioner must not use any Area trails when they are muddy or unstable. Wranglers will inform the Service about any obstacles, hazards, or other problem areas in the trails as soon as possible.
  - <u>Trail Etiquette</u>. When two groups pass each other, one group should move off the trail and remain still until the other group has passed. Riders must slow their horses to a walk when approaching and passing persons on foot. Wranglers will take extreme care to ensure protection of flora, fauna, and other Area resources.

- (d) <u>Feed and Hold</u>. To reduce the introduction of exotic plants, the Concessioner must keep horses brought into the Area in the corral for 48 hours before they are taken on Area trails.
- (e) Wrangler Qualifications and Requirements.
  - All wranglers must have experience or training in feeding, grooming, and caring for stock; handling stock; leading rides; and offering interpretation during rides.
  - All wranglers must be employees of the Concessioner; subcontracting with independent wranglers is not permitted.
- (f) <u>Death of stock</u>. Dead stock must be removed or disposed of as soon as possible, not to exceed 24 hours, at the Concessioner's expense.
- (g) <u>Hitching/High-Lines</u>. Horses will be tied to hitch rails in all areas where they are provided. If none are available, horses may be tied to a high line between two trees. Horses will not be directly tied to any natural feature.

## N) Transportation

- (1) Guided Land Tours (10-GLA) standards pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (2) Specific Services: The Concessioner must provide the following transportation services, at a minimum:
  - Daily shuttle service among Jackson Lake Lodge, Jenny Lake, and Colter Bay Village
  - Daily shuttle service from Jackson Lake Lodge to the Town of Jackson, with stops at Jenny Lake Lodge and Jenny Lake Store.
  - Road-based tours of Grand Teton. Road-based tours of Yellowstone National Park are authorized subject to Yellowstone's conditions of holding a Yellowstone Commercial Use Authorization (CUA).
  - Bus charters within the Area.
  - Employee-only shuttle service to the Town of Jackson, at minimum on pay day
  - Special event transportation to the Brinkerhoff Lodge.
- (3) Operating Dates and Schedule: The Concessioner must submit to the GTNP Business Resources Office for review and approval a list of regularly scheduled transportation and tour services **prior to the operating season**.
- (4) Complimentary Shuttle Service for Guests and Employees: The Concessioner will provide the above shuttle services (except for tours and charters) free of charge to guests of concession lodging and camping facilities, and to its employees on a space available basis.

#### O) Public Showers and Laundry

- (1) Service Specific Operating Standards for Showers (10-SHO) and Laundry (10-LAU) pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
  - (a) The Concessioner must ensure public showers and laundry facilities at Colter Bay Village are cleaned and well-maintained.
  - (b) The Concessioner must clean restroom and shower facilities at least twice daily, according to a posted schedule.

#### P) Medical Clinic (Authorized Service)

- (1) The Concessioner is authorized to provide a medical clinic at Jackson Lake Lodge for employees and visitors. The medical clinic may operate as a Service-approved subconcession or the Concessioner may operate the medical clinic directly.
- (2) Annual Notice of Operations. The Concessioner must notify the Service annually by **February 1** of its plan to provide this Authorized service.

- (3) Services. The Clinic will provide general medical, pediatric, adult care and emergency care. The Clinic may provide family planning, occupational health, x-ray, laboratory, and pharmacy services.
  - (a) A licensed physician must supervise medical services.
  - (b) A licensed physician or a physician's assistant/nurse practitioner must be on staff during clinic operating hours.
  - (c) The Concessioner, or subconcessioner if applicable, shall provide, operate, and maintain the personnel, equipment, goods, and commodities necessary for operating and maintaining the authorized visitor services in accordance with this Contract, and including but not limited to, all safety equipment required by Applicable Laws for operations of this type.
- (4) *Hours*. At a minimum, the clinic will be open from 9 a.m. to 5 p.m. daily during the same season that Jackson Lake Lodge is open for the public or groups; however, hours may be reduced before June 15 and after Labor Day.
- (5) Maintenance. The Concessioner, or subconcessioner if applicable, at its sole cost and expense, must provide and maintain equipment in a safe and clean condition in strict conformity with all Applicable Laws and manufacturers' specifications, including those standards for medical facilities, during the term of the Contract.
- (6) Personal Property Building. The Concessioner, or subconcessioner if applicable, at its sole cost and expense, may, subject to Service approval, provide a personal property removable modular building to provide the Medical Clinic services. Upon expiration or termination of the Contract for any reason, the Concessioner must remove the modular building at its sole expense and return the property to its original condition before placement of the building to the satisfaction of the Director. Ownership of the modular building that may comprise the "Medical Clinic" must at all times remain with the Concessioner, or subconcessioner if applicable.
- (7) The Concessioner, or subconcessioner if applicable, must operate in an environmentally responsible manner.
- (8) Rates. Services at the medical clinic will be priced based on Competitive Market Declaration.
- (9) The Concessioner, or subconcessioner if applicable, must notify the Service if services are unavailable during normal operating hours.
- (10) *Inspections*. The Concessioner, and subconcessioner if applicable, must permit representatives of the Service to inspect the facilities and equipment for compliance with this Contract, the Subconcession Contract if applicable, and Applicable Laws.
  - (a) Medical Clinic (10-CLI) standards will pertain to the services required and authorized under this Contract. Additions and Exceptions are outlined in Attachment B-2 Service Specific Operating Standards.
- (11) *Insurance*. The Concessioner must provide the Service with a Certificate of Insurance with the National Park Service listed as additional insured prior to the Concessioner, or subconcessioner if applicable, commencing operations, and annually within 30 days of renewal.
- (12) *Utilities*. The Concessioner, or subconcessioner if applicable, at its sole expense shall provide all required utilities, including electric, garbage, water and wastewater, and internet.
- (13) The Concessioner, or subconcessioner if applicable, must report all of its gross receipts for services provided under this Contract without allowances, exclusions, or deductions of any kind or nature. The Concessioner is responsible for remitting the correct franchise fee payment to the Director based on the collective total of gross receipts, including gross receipts from the Medical Clinic.
- (14) *Reporting*. The Concessioner shall submit monthly by the **15**<sup>th</sup> **day of each month**, reporting for the preceding month. Reporting must include:
  - (a) Gross receipts
  - (b) Number of patients served

# 6) Reporting Requirements

## A) Concessioner Operational Reports

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 14 and 15 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.

- (1) Management Listing. The local General Manager must provide the GTNP Business Resources Office a list identifying key concessions management and supervisory personnel by department with their job titles and office and emergency phone numbers by the **first Monday in May** of each year and as revised. The Concessioner must promptly notify the Service of any change in key management personnel.
- (2) *Incident Reports*. The Concessioner **must immediately report** to Teton Interagency Dispatch Center at 307-739-3301 (or 911) the following:
  - (a) Any incident or accident, including vessel, 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., fires, hazardous material spills) or known or suspected violations of state or federal law.
  - (e) 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:
    - 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., fires, hazardous material spills) or known or suspected violations of state or federal law.
- (3) Human Illness Reporting. Any suspected outbreak of human illness, whether involving employees or guests, 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.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, spills must be reported to Teton Interagency Dispatch Center at 307-739-3301.
- (5) *Insurance*. The Concessioner must provide the Service with a Certificate of Insurance with the National Park Service listed as additional insured within 14 days of commencing operations, and annually within 30 days of renewal.
- (6) Visitor Demographic Data. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (7) Reservation and Availability Data. The Service may request the Concessioner provide data to display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

- (8) Monthly Visitor Use Reports. The Concessioner must provide a monthly visitor use report to the GTNP Business Resources Office that it is received by the **4th day of each month** during the operating season even if the reported use is zero. The GTNP Business Resources Office will supply the format of the report. The report will include:
  - (a) Number of lodging units available.
  - (b) Number of lodging units occupied.
  - (c) Percentage of occupancy.
  - (d) Total guest count.
  - (e) Total number of visitors involved in specific activities (for example, Jackson Lake Lodge horse rides); and,
  - (f) Launch and take-out locations, number of trips, dates, and total passengers carried each day of the month for river float trips.
- (9) Monthly Operational Performance Reports. The Concessioner must maintain a management information system to document visitor use patterns and impacts and provide a monthly operational performance report to the Service. The following information will be included in this report, which will be due to the GTNP Business Resources Office by the **15th day of the month**. The Concessioner must present the data electronically in a concise spreadsheet in a format agreeable to the Concessioner and the Service.
  - (a) Overnight Lodging by Property
    - Rooms available and occupied and average daily room rate
    - Market segmentation (i.e., individual leisure, tours, group, conference)
    - Total guest count
    - Average length of stay
    - Special Events (i.e., conference, weddings etc.)
      - Number of events by location
      - ♦ Number of people per event
      - Revenue per event (by type, i.e., meeting space, catering)
  - (b) Food and Beverage
    - Number of covers served by breakfast, lunch, brunch, and dinner by outlet with corresponding revenues
    - Number of banquet covers by breakfast, lunch, and dinner and corresponding revenues
  - (c) Retail
    - Revenue and number of transactions by outlet
    - Revenue by merchandise category (i.e., Native American handicraft, gifts and souvenirs, grocery, apparel)
  - (d) <u>Campgrounds and RV Park</u>
    - Number of available and occupied sites by site type and location and corresponding revenue
    - Average length of stay
  - (e) Marina
    - Wet Slip and Buoy Rental
      - Number of slips available and rented, by size, and associated revenues
    - Rental Vessels
      - Number available and rented by type
      - Revenue per type

- Boat Trailer Storage
  - Available and occupied spaces and associated revenues

Exhibit B: Operating Plan

- Scenic Boat Tours
  - Number of tours and associated revenues
  - Number of passengers per tour
- Guided Interpretive Kayak Tours
  - Number of tours and associated revenues
  - Number of passengers per tour
- Guided Lake Fishing
  - Number of trips and associated revenues
  - Number of passengers per tips
- Guided Float Trips
  - Number of trip and associated revenues
  - Number of passengers per trip
- (f) Fuel
  - Land
    - Number of gallons sold by outlet and associated revenue
  - Marina
    - Number of gallons sold by outlet and associated revenue
- (g) Guided Horseback Rides
  - Number of rides and associated revenues
  - Number of clients per trip
- (h) Showers and Laundry
  - Revenue by outlet
- (i) <u>Transportation</u>
  - Number of trips and associated revenues by trip type
  - Number of passengers per trip

# **B)** Concessioner Financial Reports

- (1) Annual Profit and Loss Reports. An annual Profit and Loss statement based on currently acceptable accounting practices. Each revenue-producing department (i.e., lodging, marina, campgrounds, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The Superintendent will agree upon the report format within 90 days of award of the Contract. This report will be due **120 days after the end of each fiscal** year.
- (2) Annual Financial Report ("AFR"). As required in Section 14(b) the Contract, the Concessioner must provide an **AFR within 120 days of the end of its fiscal year**. 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 <a href="https://www.nps.gov/subjects/concessions/afr.htm">https://www.nps.gov/subjects/concessions/afr.htm</a>.
- (3) Franchise Fee Payments. No later than the **15th day of each month**, for the previous month, the Concessioner must:
  - (g) Make franchise fee payments due to the Service electronically per the Service's instructions.

- (h) Submit electronically to the GTNP Business Resources Office a monthly Gross Receipts and Franchise Fee report. Reporting forms are available from the Service upon request.
- (4) Annual Budget. The Concessioner must submit its initial plan to the Superintendent within 90 days of the effective date of this Contact and annually thereafter by April 15.

# C) Summary of Initial and Recurring Due Dates

The following table summarizes the preceding reporting requirements, reporting requirements found in the attachments to the Operating Plan, and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

Title	Schedule	Due Date
Opening & Closing Dates & Hours of Operation	Annually	Third Monday in January
Initial Rate Request (Core)	Initial	Within 30 days following the Contract effective date.
Campground Core Rate Request	Annually	First Monday in September
Food and Beverage Core Menu Rate Request	Annually	First Monday in February
Rate Policies	Initial and Annually	Initially within 120 days following the Contract effective date and annually by the second Friday in September
Special Events	Annually	Third Monday in January
Lost and Found Plan	Initial and Annually	Within 60 days following the Contract effective date and thereafter by February 1
List of all Vehicles and Vessels	Annually	February 1
Interpretive Plan	Initial and Annually	Within 120 days of the Contract effective date of this contract and annually by the third Monday in January
Firearms policy	Initial and as updated	Within 60 days following the Contract effective date and thereafter when updated
Guide Training, Qualifications, and Licenses	Annually	Prior to start of guided activities, updated as needed
Employee Handbooks	Initial and as updated	Initially by February 1 and thereafter 30 days prior to use; updated copies will be provided annually
Employee Transportation Plan	Upon request	
Environmental Management Program	Initial and Annually	Initially within 120 days following the Contract effective date; annually by the first Monday in February
Risk Management Program	Initial and Annually	Initially within 120 days following the Contract effective date; annually by the first Monday in February
Visitor Satisfaction Monitoring System	Initial and as updated	Initially within 30 days following the Contract effective date and when updated
Visitor Satisfaction Data	Monthly and Annually	Monthly by the 15 <sup>th</sup> day of the following month. Annually by the First Monday in November

Title	Schedule	Due Date
Brinkerhoff Operations Plan	Initial and as updated	Initially within 120 days following the Contract effective date and thereafter when updated
OPH Plan Review Form	Initial	Not later than 120 days prior to initial facility opening, or earlier upon request
Merchandise Plan	Initial and Annually	Initially within 90 days following the Contract effective date and annually by February 1
Marina Operating Rules, Slip Agreements and Policies	Initial and as updated	Within 120 days following the Contract effective date and as updated
Marina Wait List Plan	Annually	May 1
Marina Slip and Buoy Rental Agreements	Initial and as updated	Within 90 days following the Contract effective date and as updated
Spill Prevention, Countermeasures and Control Plan	Initial	Within 90 days of the Contract effective date and as amended
Boat Tour Schedules	Initial and Annually	Within 120 days following the Contract effective date and annually by November 1
Boat Tour Accessibility Plan	Initial	Within 30 days following the Contract effective date
Transportation and Tour Services Schedule	Annually	Prior to start of operating season
Management Listing	Annually	First Monday in May
Incident Reports (as described in Sec. 6 A)(2) above)	As needed	Immediately
Human Illness Reporting	As needed	Promptly
Monthly Visitor Use Reports	Monthly	By the 4 <sup>th</sup> day of the following month
Monthly Operational Performance Reports	Monthly	By the 15 <sup>th</sup> day of the following month
Annual Profit and Loss Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year
Franchise Fee Payment	Monthly	By the 15 <sup>th</sup> day of the following month
Franchise Fee Remittance Report	Monthly	By the 15 <sup>th</sup> day of the following month
Annual Budget	Initial and annually	Within 90 days following the Contract effective date and annually by April 15
Insurance Certificate	Initial and annually	Initially at the time insurance is first purchased and annually within 30 days of renewal
Visitor Demographic Data	Upon Request	Upon Request
Employee Housing Plan	Initial and as updated	Within 90 days following the Contract effective date and annually by the first Monday in February if revised
Housing Supervisor	Initial and as updated	Within 30 days following the Contract effective date and as revised

# **EXHIBIT B Operating Plan**

# **Attachment B-1 Employee Housing Operating Plan**

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## 1) INTRODUCTION

This Attachment B-1 to the Operating Plan describes operating responsibilities of the Concessioner and the Service specific to Employee Housing Operations. Expectations of the scope and quality of Concession Facilities and services not addressed in this plan are located in the main Exhibit B Operating Plan.

#### 2) **GENERAL RESPONSIBILITIES**

## A) Concessioner

(1) The Concessioner must provide housing, food service, and recreation for its employees.

#### 3) **STANDARDS**

# A) General

(1) 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.

# B) Housing Area Specific Requirements

- (1) *Employee Housing Plan.* The Concessioner must submit an initial Employee Housing Plan which includes the following information:
  - (a) Identification of which structures will be year-round/seasonal group and single-family housing
  - (b) Maximum bed occupancy for each structure
  - (c) Anticipated annual occupancy
  - (d) Rate charged employee for use
  - (e) Dates of intended use for each structure
  - (f) The plan must meet all Applicable Laws. The Employee Housing Plan must be submitted to the Service within **90 days** of the effective date of the Contract for approval and resubmitted annually by the **first Monday of February** if revised.
- (2) Employee Housing Agreement. The Concessioner must develop an agreement for all employee housing. This agreement must include employee housing rules and regulations, including housing and meal rates for employees, deposit and refund policies, policies regarding damage deposit or damage charges, assignment policies, policies regarding overnight guests, and information regarding naturally occurring risks within the Area and mitigation (including rock fall, tree failures, high wind and snow events, wildfire, and other evacuation plans). The agreement must be compliant with Service Housing Policy, available upon request to the GTNP Business Resource Office. The Employee Housing Agreement must be submitted to the Service within **90 days** of the effective date of the Contract for approval and resubmitted annually by the **first Monday** of February if revised.
- (3) Housing Supervisor. The Concessioner must designate a supervisor for employee housing at each shared housing location and provide the supervisor's name and contact information to the Service **within 30 days** of the effective date of the Contract and as revised.
- (4) *Emergency Housing Signage*. The Concessioner must install to all housing units emergency 911 address number signage compliant with Service policy, available upon request from GTNP Business Resource Office, to all housing units.
- (5) Pet Policy. The Concessioner must establish its own policy for employee ownership of pets, which must comply with all Applicable Laws, including laws regarding discrimination and reasonable accommodations. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. § 2.15.
- (6) Employee Housing Standards. The Service will evaluate the required services and authorized services by using the Employee Housing (10-EHO) standards located on the NPS Commercial Services website <a href="Standards and Evaluations Concessions">Standards and Evaluations Concessions (U.S. National Park Service) (nps.gov)</a>. The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation. Exceptions are outlined below.

- (7) All Housing Areas
  - (a) Element 50 Towels. The concessioner is not required to provide towels.
  - (b) Element 56 Kitchens. Only applicable to locations with kitchens.
- (8) Jackson Lake Lodge Housing
  - (a) Element 17 Ice/Vending. The concessioner is not required to provide ice. Vending must be approved by the Service.
- (9) Jenny Lake Lodge Housing
  - (a) Element 17 Ice/Vending. The concessioner is not required to provide ice. Vending must be approved by the Service.
  - (b) Element 30 Interior Doors. No interior doors at this location.

## C) Food Service Specific Requirements

(1) Employee Dining. The Concessioner must operate an Employee Dining Room at Colter Bay, Jackson Lake Lodge, Jackson Lake Lodge Whistle Pig and Jenny Lake. Employee Dining Room services include Food and Beverage (F&B) facilities for employees only. The following table lists the locations where the Concessioner must provide employee food service.

Location	Employee Dining Rooms (EDR)
Colter Bay	Breakfast, Lunch, Dinner
Jackson Lake Lodge	Breakfast, Lunch, Dinner
Jackson Lake Lodge Whistle Pig/Employee Pub	Dinner
Jenny Lake Lodge	Breakfast, Lunch, Dinner

- (2) Employee Dining Area Specific Requirements.
  - (a) <u>Jackson Lake Lodge Whistle Pig/Employee Pub</u>. The Whistle Pig may serve a limited range of alcoholic and non-alcoholic beverages and must provide quick service food.
    - Alcoholic beverages will not be sold or prominently displayed until 5 pm daily.
    - The Whistle Pig is limited to concession employees and employee guests only.
    - The Whistle Pig is required to stop serving alcohol no later than 12 am daily during the Jackson Lake Lodge visitor season.
    - The Whistle Pig is only authorized to serve wine and beer and may not offer distilled liquor products.
    - The Whistle Pig is required to be in operation daily from Jackson Lake Lodge opening to one day after Jackson Lake Lodge closing.
- (3) Employee Dining Room Standards. The Service will evaluate the required service by using the Employee Dining Room (10-EDR) standards located on the NPS Commercial Services website Standards and Evaluations Concessions (U.S. National Park Service) (nps.gov). The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation. Exceptions and Additions are outlined below.
- (4) Exceptions. All EDR locations.
  - (a) Element 32 Trays
  - (b) Element 60 Alcohol. Sales of Alcohol is not allowed except at Jackson Lake Lodge Whistle Pig.
- (5) Additions. Jackson Lake Lodge Whistle Pig.
  - (a) Element X Entertainment materials (bar games, darts, pool tables, etc.) are appropriate, and games are complete and operational. Games do not affect adjacent diners (noise, clutter, etc.).
  - (b) Element X Management Availability. A manager is available during operating hours and is liquor (where applicable) and food-safety certified by an appropriate state or nationally accredited training program.

### D) Employee Recreation

- (1) The Concessioner must develop and implement an employee recreation program inclusive of all concessioner employees. Programs may include recreation equipment or facilities, opportunities to socialize, and transportation options for sightseeing or visiting other area activities. Activities should promote the health and well-being of employees and vary in a program designed to appeal to a wide range of interests. Program may be centrally managed to include all concessioner employee housing locations. Employee feedback on the desired programming is encouraged.
  - (a) The employee recreation program must include access to guest activities at no charge on a space available basis.
  - (b) The employee recreation program will also include access to Concessioner recreation facilities at no charge.
  - (c) Facilities supporting this program will be reviewed during Employee Housing evaluations.

# 4) CONCESSIONER ASSIGNED HOUSING

# A) Employee Housing

(1) The following table summarizes assigned employee housing.

Location	Number of Rooms/Sites
Colter Bay Campground	7
Colter Bay Employee Area	176
Gros Ventre Campground	9
Jackson Lake Lodge	307
Jenny Lake Campground	1
Jenny Lake Lodge	26
TOTAL	526

# A) Colter Bay Campground

(1) Colter Bay Campground – 7 improved sites

# B) Colter Bay Employee Area

- (1) North Dorm -27 rooms
- (2) South Dorm –13 rooms
- (3) East Dorm –27 rooms
- (4) West Dorm –27 rooms
- (5) Manager Dorm –8 rooms
- (6) Corrals Bunkhouse –1 room
- (7) Manager Cabin –2 rooms
- (8) Employee Campground 71 improved sites

# C) Gros Ventre Campground

(1) Employee RV sites – 9 improved sites

### D) Jackson Lake Lodge

- (1) Dorm 1 -23 rooms
- (2) Dorm 2 –21 rooms
- (3) Dorm 3 –21 rooms
- (4) Dorm 4 –21 rooms
- (5) Dorm 6 –21 rooms
- (6) Dorm 7 -21 rooms
- (7) Dorm 8 –13 rooms
- (8) Dorm 9 –20 rooms

- (9) Dorm 10 -13 rooms
- (10) Dorm 11 23 rooms
- (11) Dorm 12 –21 rooms
- (12) Dorm 13-26 rooms
- (13) Corrals Bunkhouse –1 room
- (14) 15-1 1 room
- (15) 15-2 -1 room
- (16) 15-3 –1 room
- (17) 15-4 –1 room
- (18) 13-7 –1 room
- (19) 13-8 –1 room
- (20) B-1 -1 room
- (21)B-2-1 room
- (22)B-3-1 room
- (23) B-4 –1 room
- (24) 15-C -1 room
- (25) 15-D -1 room
- (26) 15-E -1 room
- (27) 15-F -1 room
- (28) 12 –1 room
- (29) 14 –1 room
- (30) 11 –1 room
- (31) 15AB –2 rooms
- (32) 10 -2 rooms
- (33) 16 -2 rooms
- (34)1 2 rooms
- (35)9 2 rooms
- (36) 5 -2 rooms
- (37)2 –2 rooms
- (38)6 2 rooms
- (39)7 3 rooms
- (40)3 3 rooms
- (41)8 –3 rooms
- (42)4 –3 rooms
- (43) 17 -3 rooms
- (44) 19 –3 rooms
- (45)21 3 rooms
- (46) 23 -3 rooms
- (47) GM House –4 rooms
- (48) Brinkerhoff Lodge Caretaker's Cabin 1 room

#### E) Jenny Lake Campground

(1) Employee RV sites – 1 improved site

# F) Jenny Lake Lodge

(1) Rock Chuck/Middle/Jedediah Cabin –3 rooms

- (2) Moran Cabin –1 room
- (3) Owen Cabin –2 rooms
- (4) Symmetry/St. John/Tabletop 3 rooms
- (5) South Cabin –3 rooms
- (6) Shadow Cabin –2 rooms
- (7) Wister Cabin –1 room
- (8) Rendezvous Cabin –1 room
- (9) Storm Cabin –1 room
- (10) Nez Perce Cabin –1 room
- (11) Buck/Static Cabin –2 rooms
- (12) Prospector/Grand Cabin –2 rooms
- (13) Thor Cabin –1 room
- (14) Corrals Bunk House –2 room
- (15) GM Cabin 1 room

# **EXHIBIT B Operating Plan**

# **Attachment B-2 Service Specific Operating Standards**

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N)	Public Showers and Laundry
O)	Medical Clinic (Authorized Service)

# 1) INTRODUCTION

This Attachment B-2 to the Operating Plan describes Exceptions and Additions as outlined below for each service. Expectations of the scope and quality of Concession Facilities and services not addressed in this plan are located in the main Exhibit B (Operating Plan). 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 <u>Standards and Evaluations - Concessions (U.S. National Park Service)</u> (<u>nps.gov)</u>. The Concessioner on the standards appropriate to the Concessioner's assignment and operation. In locations where the Concessioner provides multiple services, i.e., lodging, retail, food, and beverage, within the same building, the Service may evaluate standards for facility exterior under the lodging evaluation. Specific Operating Standards and Requirements Exceptions and Additions

# A) Lodging

- (1) Lodging (10-LGR), (10-LGB), (10-LGM), (10-LGU) standards pertain to the Lodging services required under this Contract.
- (2) Colter Bay Tent Village. The following elements are Exceptions from the 10-LGR standards as they are not applicable.
  - (a) Element 55 Kitchenettes
  - (b) Elements 56-66 Bathroom
  - (c) Elements 67-68 Bathroom Amenities
  - (d) Element 81 Cleaning Service. Occupied rooms are not required to be serviced daily.
- (3) Colter Bay Tent Village. The following elements are Additions to the 10-LGR standards.
  - (a) Element X Authorized rental equipment is clean and well maintained. An adequate rental equipment inventory to meet visitor demand is maintained.
- (4) Colter Bay Cabins. The following elements are Exceptions from the 10-LGB standards as they are not applicable.
  - (a) Element 15 Luggage Carts
  - (b) Element 17 Elevators
  - (c) Element 24 Coin Laundry
  - (d) Element 25 Drinking Fountain
  - (e) Element 37 Night Access
  - (f) Element 38-45 Maintenance Areas
  - (g) Element 52 Communicating Doors
  - (h) Element 64 Balconies and Patios
  - (i) Element 68 Telephones
  - (j) Element 70 Kitchenettes
  - (k) Element 81 Drinkware
- (5) Jackson Lake Lodge. The following elements are Exceptions from the 10-LGM standards as they are not applicable.
  - (a) Element 26 Coin Laundry
  - (b) Element 69 Fireplaces
  - (c) Element 77 Televisions
  - (d) Element 83 Kitchenettes
- (6) Jackson Lake Lodge. The following elements are Additions from the 10-LGM standards

- Element X Brinkerhoff: The Concessioner is required to be in compliance with its approved Operations Plan and Historic Property Plan. See Exhibit B Operating Plan and Exhibit H Maintenance Plan for more information.
- (7) Jackson Lake Lodge Swimming Pool. Swimming Pool (10-SWI) standards pertain to the services required and authorized under this Contract. The following elements are Exceptions from the 10-SWI standards as they are not applicable.
  - (a) Element 4 Parking
  - (b) Element 11 Vending Machines
  - (c) Element 17 Storage
  - (d) Element 26 Lockers
  - (e) Element 27 Security
  - (f) Element 29 Shower Enclosures
- (8) *Jenny Lake Lodge.* The Service will evaluate this location under the 10-LGU standard. The following elements are Exceptions from the 10-LGU standards as they are not applicable.
  - (a) Element 15 Bell Desk
  - (b) Element 16 Luggage Carts
  - (c) Element 17 Corridors/Ramps/Stairs
  - (d) Element 18 Elevators
  - (e) Element 20 Meeting Rooms
  - (f) Element 27 Ice/Vending
  - (g) Element 28 ATM Machines
  - (h) Element 41 Night Access
  - (i) Element 51 Directional/Emergency
  - (j) Element 57 Communicating Doors
  - (k) Element 80 Televisions
  - (I) Element 129 Room Service
  - (m) Element 133 Valet Parking
  - (n) Element 135 Meeting and Conference Amenities
- (9) Jenny Lake Lodge. The following elements are Additions to the 10-LGU standards
  - (a) Element 14 A front desk agent must be available for guest services 24-hours per day, 7 days a week during the entire operating season including holidays.
  - (b) Element X Guest rooms utilize historical names in place of unit numbers, and signage is visible, appropriate, and maintained.
  - (c) Element X Room ice is available for timely room delivery upon guest request.
- (10) Jenny Lake Lodge Recreational Equipment Rental
  - (a) The Service will evaluate this service under the 10-REN standards.
  - (b) Exceptions. The following elements are Exceptions from the 10-REN standards as they are not applicable.
    - Elements 30-36 Camping Set Up Services
    - Elements 38-44 Reservation Services
    - Element 46 Pick-Up
    - Element 50 Returns
    - Element 57 Approved Rates

# B) Campgrounds

- (1) Campgrounds. The Service will evaluate the required services and authorized services by using the Campgrounds (10-CAM) standards located on the NPS Commercial Services website. Exceptions and Additions are outlined below.
- (2) Colter Bay Campground. The following elements are Exceptions from the 10-CAM standards as they are not applicable.
  - (a) Element 12 Registration/Waiting Area
  - (b) Element 17 Drinking Fountains
  - (c) Element 21– Fire Alarms and Pull Boxes
  - (d) Elements 37 and 38 Shower Stalls and Shower Enclosures
  - (e) Elements 40 and 41 Dressing Area and Clothes Storage Security
  - (f) Element 46 Public Laundry
  - (g) Element 52 Amphitheaters/Public Assembly Areas
  - (h) Element 53 Hookups
  - (i) Element 59 Propane
  - (j) Element 61 Ice/Vending
  - (k) Element 63 Entertainment Systems
  - (I) Element 64 Liquid Propane Gas (LPG) Tanks
  - (m) Elements 74 82 Rental Services
  - (n) Element 84 Mechanical Repairs
- (3) Colter Bay Campground. The following elements are Additions to the 10-CAM standards.
  - (a) Element X The Concessioner is required to patrol and identify unattended food sources within the campground. The Concessioner is required to patrol and identify unattended food sources within all campgrounds. One patrol during daylight and one patrol after dusk is required. Visitor contacts should be established to address food storage compliance and provide Leave-No-Trace education. The Service will be contacted when visitors remain noncompliant.
- (4) Colter Bay RV Park. The following elements are Exceptions from the 10-CAM standards as they are not applicable.
  - (a) Element 12 Registration/Waiting Area
  - (b) Element 17 Drinking Fountains
  - (c) Element 21– Fire Alarms and Pull Boxes
  - (d) Elements 23-35 Maintenance Areas. This campground does not have a dedicated maintenance area.
  - (e) Elements 37 and 38 Shower Stalls and Shower Enclosures
  - (f) Elements 40 and 41 Dressing Area and Clothes Storage Security
  - (g) Element 45 Public Telephone
  - (h) Element 46 Public Laundry
  - (i) Element 52 Amphitheaters/Public Assembly Areas
  - (j) Elements 55 and 56 Grills/Firepits and Wildlife-Proof Food Storage Units.
  - (k) Element 58 Dump Station
  - (I) Element 61 Ice/Vending
  - (m) Element 64 Liquid Propane Gas (LPG) Tanks
  - (n) Element 63 Entertainment Systems
  - (o) Elements 74 82 Rental Services
  - (p) Element 84 Mechanical Repairs

- (q) Element 89 Employee Housing Area. The Concessioner is not required to provide an Employee Housing Area.
- (5) Colter Bay RV Park. The following elements are Additions to the 10-CAM standards.
  - (a) Element X The Concessioner is required to patrol and identify unattended food sources within the campground. The Concessioner is required to patrol and identify unattended food sources within all campgrounds. One patrol during daylight and one patrol after dusk is required. Visitor contacts should be established to address food storage compliance and provide Leave-No-Trace education. The Service will be contacted when visitors remain noncompliant.
- (6) *Gros Ventre Campground.* The following elements are Exceptions from the 10-CAM standards as they are not applicable.
  - (a) Element 21 Fire Alarms and Pull Boxes
  - (b) Element 32 Smoke Detectors. Smoke detectors will be evaluated in Element 20.
  - (c) Elements 37 and 38 Shower Stalls and Shower Enclosures
  - (d) Elements 40 and 41 Dressing Area and Clothes Storage Security
  - (e) Element 45 Public Telephone
  - (f) Element 46 Public Laundry
  - (g) Element 52 Amphitheaters/Public Assembly Areas
  - (h) Element 53 Hookups
  - (i) Element 58 Dump Station
  - (j) Element 59 Propane
  - (k) Element 61 Ice/Vending
  - (l) Element 63 Entertainment Systems
  - (m) Element 64 Liquid Propane Gas (LPG) Tanks
  - (n) Elements 74 82 Rental Services
  - (o) Element 84 Mechanical Repairs
- (7) Gros Ventre Campground. The following elements are Additions to the 10-CAM standards.
  - (a) Element X –The Concessioner is required to patrol and identify unattended food sources within the campground. The Concessioner is required to patrol and identify unattended food sources within all campgrounds. One patrol during daylight and one patrol after dusk is required. Visitor contacts should be established to address food storage compliance and provide Leave-No-Trace education. The Service will be contacted when visitors remain non-compliant.
- (8) *Jenny Lake Campground*. The following elements are Exceptions from the 10-CAM standards as they are not applicable.
  - (a) Element 3 Outdoor Furniture
  - (b) Element 12 Registration/Waiting Area
  - (c) Element 21– Fire Alarms and Pull Boxes
  - (d) Element 23 Building Structure
  - (e) Element 24 Maintenance Areas Trash and Recycling. Reviewed in Element 9.
  - (f) Elements 40 and 41-- Dressing Area and Clothes Storage Security
  - (g) Element 46 Public Laundry
  - (h) Element 52 Amphitheaters/Public Assembly Areas
  - (i) Element 53 Hookups
  - (j) Elements 58-64 Site Amenities
  - (k) Elements 74 82 Rental Services
  - (I) Element 84 Mechanical Repairs

- (9) Jenny Lake Campground. The following elements are Additions to the 10-CAM standards.
  - (a) Element X The Concessioner is required to patrol and identify unattended food sources within the campground. The Concessioner is required to patrol and identify unattended food sources within all campgrounds. One patrol during daylight and one patrol after dusk is required. Visitor contacts should be established to address food storage compliance and provide Leave-No-Trace education. The Service will be contacted when visitors remain noncompliant.
  - (b) Element X Shower Timers. Rates and length of shower is posted. Coin operated shower timers are calibrated.

# C) Food and Beverage

- (1) The Service will evaluate the required services by using the Backcountry (10-FBK), Bar and Cocktail Lounge (10-FBB), Fast Casual (10-FBC), Family Casual (10-FBF), Quick Service (10-FBQ) and Upscale Casual (10-FBU)) standards.
- (2) The Mural Dining Room (Breakfast and Dinner). The Service will evaluate this location under the 10-FBU standard. The following elements are Exceptions from the 10-FBU standards as they are not applicable.
  - (a) Element 35 Beverage Displays
  - (b) Element 39 Games and Game Equipment
  - (c) Element 63 Outside Dining
- (3) The Mural Dining Room (Lunch). The Service will evaluate this location under the 10-FBF standards. The following elements are Exceptions from the 10-FBF standards as they are not applicable.
  - (a) Element 53 Reservations
  - (b) Element 63 Outside Dining
- (4) The Pioneer Grill. The Service will evaluate these locations under the 10-FBC standards. The following are Exceptions from the 10-FBC standards as they are not applicable.
  - (a) Element 30 Self-Service Foods. The Concessioner is not required to provide Self-Service Foods
  - (b) Element 31 Counters. The Concessioner is not required to provide Counters.
  - (c) Element 32 Self-Service Beverage Areas. The Concessioner is not required to provide Self-Service Beverage Areas.
  - (d) Element 63– Outside Dining. Not authorized.
  - (e) Element 69- Self-Service. Not authorized.
- (5) Jackson Lake Lodge Barbecue. The Service will evaluate these locations under the 10-FBC standards. The following are Exceptions from the 10-FBC standards as they are not applicable.
  - (a) Element 4 Parking.
- (6) Jackson Lake Lodge New Outlet (CFIP number 8). The Service will evaluate this location under the 10-FBQ standard.
- (7) Jackson Lake Lodge Pool Café. The Service will evaluate these locations under the 10-FBQ standards. The following are Exceptions from the 10-FBQ standards as they are not applicable.
  - (a) Element 20 Employee Areas
  - (b) Element 24 Fire Alarm and Pull Boxes
  - (c) Element 26 Carbon Monoxide Detectors
  - (d) Element 29 Self-Service Beverage Areas
  - (e) Element 34 Trays
  - (f) Elements 39-42 Dining Areas
  - (g) Element 57 Bus Service

- (8) Jackson Lake Lodge Outdoor Beverage Cart. The Service will evaluate these locations under the 10-FBQ standards. The following are Exceptions from the 10-FBQ standards as they are not applicable.
  - (a) Element 20 Employee Areas
  - (b) Element 24 Fire Alarm and Pull Boxes
  - (c) Element 29 Self-Service Beverage Areas
  - (d) Element 34 Trays
  - (e) Elements 39-42 Dining Areas
  - (f) Element 48 Ware-Wash Sinks
- (9) Jackson Lake Lodge Coffee Cart. The Service will evaluate these locations under the 10-FBQ standards. The following are Exceptions from the 10-FBQ standards as they are not applicable.
  - (a) Element 20 Employee Areas
  - (b) Element 24 Fire Alarm and Pull Boxes
  - (c) Element 29 Self-Service Beverage Areas
  - (d) Element 34 Trays
  - (e) Elements 39-42 Dining Areas
  - (f) Element 48 Ware-Wash Sinks
  - (g) Element 49 Grease Traps/Grill Hoods
  - (h) Element 57 Bus Service
  - (i) Element 59 Outside Dining
  - (j) Element 67 Alcohol. Alcohol is prohibited from sale.
- (10) *The Blue Heron Lounge.* The Service will evaluate this location under the 10-FBB standard. the following are Exceptions from the 10-FBB standards as they are not applicable.
  - (a) Element 31 Self Service
  - (b) Element 38 Games and Game Equipment
  - (c) Element 44 Ware-Wash Sinks –CFIP project eliminates exception
  - (d) Element 45 Grease Trap/Grill Hoods CFIP project eliminates exception
  - (e) Element 52 Initial Greeting and Seating.
- (11) *The Ranch House.* The following elements are Exceptions from the 10-FBF standards as they are not applicable.
  - (a) Element 3 Outdoor Furniture
  - (b) Element 4 Parking
  - (c) Element 53 Reservations
  - (d) Element 63 Outside Dining
- (12) Café Court. The Service will evaluate these locations under the 10-FBC standards. The following are Exceptions from the 10-FBC standards as they are not applicable.
  - (a) Element 4 Parking.
  - (b) Element 12 Fences and Walls
- (13) Colter Bay Grocery Coffee Bar. The Service will evaluate these locations under the 10-FBQ standards. The following are Exceptions from the 10-FBQ standards as they are not applicable.
  - (a) Element 20 Employee Areas
  - (b) Element 24 Fire Alarm and Pull Boxes
  - (c) Element 29 Self-Service Beverage Areas
  - (d) Element 34 Trays
  - (e) Elements 39-42 Dining Areas

- (f) Element 48 Ware-Wash Sinks
- (g) Element 49 Grease Traps/Grill Hoods
- (h) Element 57 Bus Service
- (i) Element 59 Outside Dining
- (j) Element 67 Alcohol. Alcohol is prohibited from sale.
- (k) Element 49 Grease Traps/Grill Hoods
- (I) Element 57 Bus Service
- (m) Element 59 Outside Dining
- (14) *Jenny Lake Dining Room.* The Service will evaluate this location under the 10-FBD standard. The following elements are Exceptions from the 10-FBD standards as they are not applicable.
  - (a) Element 26 First Aid Kit: Element is reviewed under item 48.
  - (b) Element 32 Self Service
  - (c) Element 34 Promotional Board
  - (d) Element 35 Beverage Displays
  - (e) Element 39 Games and Game Equipment
  - (f) Element 64 Outside Dining
  - (g) Element 71 Self Service
- (15) Deadmans Bar and Elk Island. The Service will evaluate these locations under the Backcountry (10-FBK) standard. The following are Exceptions from the 10-FBK standards as they are not applicable.
  - (a) Element 4 Menu Boards
  - (b) Element 5 Fire Rings. Not authorized.

#### D) Retail

- (1) Retail Standards. The Service will evaluate the required services and authorized services by using the Retail (10-RET) standards located on the NPS Commercial Services website. Exceptions and Additions are outlined below.
- (2) Colter Bay Convenience Store. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 51 Park Orientation Material
  - (b) Element 58 Employee and Local Resident Merchandise
- (3) Colter Bay Grocery and Gift Shop. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 51 Park Orientation Material
  - (c) Element 58 Employee and Local Resident Merchandise
- (4) Colter Bay Marina Store. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 19 Ice/Vending
  - (c) Element 22 Fitting Rooms
  - (d) Element 24 Produce Section Amenities
  - (e) Element 51 Park Orientation Material
  - (f) Element 58 Employee and Local Resident Merchandise
- (5) *Jackson Lake Lodge Apparel Shop (Teton Shop)*. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms

- (b) Element 19 Ice/Vending
- (c) Element 20 Drinking Fountain
- (d) Element 22 Fitting Rooms
- (e) Element 24 Produce Section Amenities
- (f) Element 51 Park Orientation Material
- (g) Element 58 Employee and Local Resident Merchandise
- (6) Jackson Lake Lodge Gift Shop. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 19 Ice/Vending
  - (c) Element 20 Drinking Fountain
  - (d) Element 22 Fitting Rooms
  - (e) Element 24 Produce Section Amenities
  - (f) Element 51 Park Orientation Material
  - (g) Element 58 Employee and Local Resident Merchandise
- (7) Jackson Lake Lodge Newsstand. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 19 Ice/Vending
  - (c) Element 20 Drinking Fountain
  - (d) Element 22 Fitting Rooms
  - (e) Element 24 Produce Section Amenities
  - (f) Element 51 Park Orientation Material
  - (g) Element 58 Employee and Local Resident Merchandise
- (8) Jackson Lake Lodge Retail Shop. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 19 Ice/Vending
  - (c) Element 20 Drinking Fountain
  - (d) Element 22 Fitting Rooms
  - (e) Element 24 Produce Section Amenities
  - (f) Element 51 Park Orientation Material
  - (g) Element 58 Employee and Local Resident Merchandise
- (9) Jackson Lake Lodge Service Station. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 51 Park Orientation Material
  - (b) Element 58 Employee and Local Resident Merchandise
- (10) Jenny Lake Lodge Gift Shop. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms
  - (b) Element 51 Park Orientation Material
  - (c) Element 58 Employee and Local Resident Merchandise
- (11) Jenny Lake Store. The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 14 Public Restrooms

- (b) Element 51 Park Orientation Material
- (c) Element 58 Employee and Local Resident Merchandise
- (12) Gros Ventre Campground (Authorized Service). The following are Exceptions from the 10-RET standards as they are not applicable.
  - (a) Element 58 Employee and Local Resident Merchandise
- (13) Bear Spray Rental
  - (a) Exceptions. The following elements are Exceptions from the 10-REN standards for Bear Spray Rentals as they are not applicable.
    - Element 28 Bicycles

## E) Services Stations

- (1) Service Station Standards. The Service will evaluate the required services and authorized services by using the Automobile Service (10-AUT) standards located on the NPS Commercial Services website.
- (2) Colter Bay. The following elements are Exceptions from the 10-AUT standards as they are not applicable.
  - (a) Element 10 Vending Machine
  - (b) Element 11 Waiting Area
  - (c) Element 22 ATM Machines
  - (d) Elements 36-47 Garage/Auto Repair
  - (e) Element 51 Repair Service Rates
  - (f) Element 53 Propane
  - (g) Element 54 Towing
- (3) Colter Bay. The following elements are Additions from the from the 10-AUT standards.
  - (a) Element X A locksmith will be available seasonally to assist visitors within the Concession Facilities and will be available elsewhere in the Area as scheduling permits.
  - (b) Element X Retail items, except ice and firewood, may not be displayed or sold outside the stores unless approved by the Service.
- (4) Jackson Lake Lodge. The following elements are Exceptions from the 10-AUT standards as they are not applicable.
  - (a) Element 10 Vending Machine
  - (b) Element 17 Drinking Fountain
  - (c) Element 22 ATM Machines
  - (d) Element 53 Propane
  - (e) Element 54 Towing
- (5) Jackson Lake Lodge. The following elements are Additions from the from the 10-AUT standards.
  - (a) Element X A locksmith will be available seasonally to assist visitors within the Concession Facilities and will be available elsewhere in the Area as scheduling permits.
  - (b) Element X –Retail items, except ice and firewood, may not be displayed or sold outside the stores unless approved by the Service.

#### F) Marina Services

- (1) Marina Standards. The Service will evaluate the required services and authorized services at the Colter Bay Marina by using the Marina (10-MAR) standards located on the NPS Commercial Services website. Exceptions are outlined below.
  - (a) Element 17 Ice/Vending
  - (b) Element 18 Drinking Fountains
  - (c) Element 24 Boat Ramp

- (d) Element 27 Hoists and Travel Lifts
- (e) Element 28 Dry Boat Storage
- (f) Elements 29-39 Restrooms/Showers/Laundry
- (g) Element 40 Building Structure
- (h) Element 61 Breakwater
- (i) Element 62 Covered Areas
- (j) Element 65 Fishing Dock
- (k) Element 83 Fire Suppression Systems
- (l) Element 105 Valet (Dock)
- (m) Element 106 Housekeeping
- (n) Element 120 Qualifications and Credentials
- (o) Element 123 Emergency Frequency and Protocol

## **G)** Marina Rental Vessels

- (1) Vessel Rental Standards. The Service will evaluate the required services and authorized services by using the Boat Rental (10-BOA) standards located on the NPS Commercial Services website. Exceptions are outlined below.
- (2) Exceptions. The following elements are Exceptions from the 10-BOA standards as they are not applicable.
  - (a) Elements 1-11 Rental Facility Exterior
  - (b) Elements 12-19 Public Areas Interior
  - (c) Elements 20-24 Safety
  - (d) Elements 25-33 Dock/Launch Facilities
  - (e) Elements 34-45 Maintenance Area/Building
  - (f) Element 75 Shuttle Vehicles

#### H) Scenic Boat Tours

- (1) Scenic Boat Tour Standards. The Service will evaluate the required services and authorized services by using the Guided Water Tours (10-GWT) standards located on the NPS Commercial Services website. Exceptions are outlined below.
  - (a) If food and beverage is involved in scenic boat tours, Food and Beverage-Backcountry (10-FBK) standards apply. Additionally, the Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual 83A Chapter 5 Backcountry Operations, as they now exist and as they may be amended.
- (2) *Exceptions.* The following elements are Exceptions from the 10-GWT standards as they are not applicable.
  - (a) Elements 95-98 Retail.

#### I) Guided Interpretive Kayak Tours

- (1) Guided Interpretive Kayak Tour Standards. The Service will evaluate the required services and authorized services by using the Guided Water Float (10-GWF) standards located on the <a href="NPS commercial Services website">NPS Commercial Services website</a>. Exceptions and Additions are outlined below.
- (2) *Exceptions*. The following elements are Exceptions from the 10-GWF standards as they are not applicable.
  - (a) Element 44 Vessel Standards, USCG Inspections
  - (b) Elements 61-63 Camping
- (3) Additions. The following elements are additions to the 10-GWF standards.

- (a) Element X –Policies on minimum age and minimum and maximum weight limits must be detailed in the RMP.
- (b) Element X –Vessel Identification. All watercraft are required to display an Aquatic Invasive Species decal.
- (c) Element X –Personal Floatation Devices. Inflatable PFDs are not permitted for participants or guides. Guides must conduct a physical inspection of every participant to ensure proper fit.

# J) Guided Lake Fishing

- (1) Guided Lake Fishing Standards. The Service will evaluate the required services and authorized services by using the Guided Water Float (10-FIS) standards located on the <a href="NPS Commercial Services website">NPS Commercial Services website</a>. Exceptions are outlined below.
  - (a) If food and beverage services are a component of lake fishing trips, Food and Beverage-Backcountry (10-FBK) standards apply. Additionally, the Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual RM83A (Chapter 5 Backcountry Operations), as they now exist and as they may be amended.
- (2) *Exceptions*. The following elements are Exceptions from the 10-FIS standards as they are not applicable.
  - (a) Element 13 Overnight Camping
  - (b) Elements 14-17 Shuttles
  - (c) Element 34 Catch Record
  - (d) Element 35 Campfires– Not allowed.

## **K)** Guided Float Trips

- (1) Guided Float Trip Standards. The Service will evaluate the required services and authorized services by using the Guided Water Float (10-GWF) standards located on the NPS Commercial Services website. Exceptions and additions are outlined below.
- (2) *Exceptions*. The following elements are Exceptions from the 10- GWF standards as they are not applicable.
  - (a) Elements 61-63 Camping Overnight Trips.
- (3) Additions. The following elements are additions to the 10-GWF standards.
  - (a) Element X Passengers must wear a Type I or non-inflatable Type V PFD for the duration of the trip. Flotation collars on Type V PFDs must not be removed, tucked into the collar, tied down or made unserviceable in any other manner. Inflatable PFDs are not permitted for passengers or guides. Guides must conduct a physical inspection of every participant to ensure proper fit.
  - (b) Element X Each vessel must have a readily accessible rescue throw bag on board.
  - (c) Element X Each raft or boat will carry accessible raincoats, slickers, or plastic/fabric tarps in a quantity equivalent to the number of passengers and in serviceable condition to ensure passenger comfort during periods of inclement weather.
  - (d) Element X Guides must wear a PFD. USCG Approved Type III vests are permitted.
  - (e) Element X Policies on minimum age and minimum and maximum weight limits must be detailed in the RMP.
    - Element X All watercraft are required to display an Aquatic Invasive Species decal.

# L) Guided Horseback Rides and Corrals

(1) Guided Horseback Rides and Corrals Standards. The Service will evaluate the required services and authorized services by using the Horse and Mule (10-H&M) standards located on the NPS Commercial Services website. Exceptions and Additions are outlined below.

- (2) Exceptions. The following elements are Exceptions from the 10-H&M standards as they are not applicable to Guided Horseback Rides and Corrals at each Jackson Lake Lodge, Jenny Lake Lodge and Colter Bay locations.
  - (a) Elements 1-10 Ride Office Exterior
  - (b) Elements 11-17-Public Areas Interior
  - (c) Elements 18-22–Facilities, Safety
  - (d) Element 27- Riding Arena
  - (e) Elements 45-48 Carriages
  - (f) Elements 49-54 Animal Boarding
  - (g) Elements 59-63 Shuttle Vehicles
  - (h) Elements 73-75- Camping
  - (i) Elements 76-77 Food and Beverage
- (3) Additions. The following elements are additions to the 10-H&M standards.
  - (a) Element X Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay: Policies on minimum age and minimum and maximum weight limits must be detailed in the RMP.
  - (b) Element X Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay: If an animal has an infectious disease, GTNP Business Resources Office must be immediately notified Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay
  - (c) Element X Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay: All riders 12 and under must properly wear helmets.
  - (d) Element X Jackson Lake Lodge, Jenny Lake Lodge, Colter Bay: Hay must be stored in a manner that excludes elk, deer, and moose. Grain will be stored inside a bear proof building.
  - (e) Element X Jenny Lake Lodge: Trail rides are permitted for guests only
  - (f) Element X Colter Bay: Maintain the corral toilets.

# M) Transportation

- (1) Shuttle Services and Guided Road-based Tours Standards. The Service will evaluate the required services and authorized services by using the Guided Land Tours (10-GLA) standards located on the NPS Commercial Services website.
- (2) *Exceptions*. The following elements are Exceptions from the 10-GLA standards as they are not applicable.
  - (a) Elements 68-70 Camping Overnight Trips
  - (b) Elements 71-72 Food and Beverage
  - (c) Element 76 Sanitation

### N) Public Showers and Laundry

- (1) Public Showers and Laundry Standards. The Service will evaluate the required services and authorized services by using the standards for Showers (10-SHO) and Laundry (10-LAU) located on the NPS Commercial Services website. Exceptions are outlined below.
- (2) *Exceptions*. The following elements are Exceptions from the 10-SHO standards as they are not applicable.
  - (a) Element 10 Chemical Storage
  - (b) Element 20 Change Machines
  - (c) Element 21 Shower Timers

#### O) Medical Clinic (Authorized Service)

(1) Medical Clinic Standards. The Service will evaluate the authorized services by using the Medical Clinic (10-CLI) standards located on the NPS Commercial Services website. Exceptions and are outlined below.

- (2) *Exceptions.* The following elements are Exceptions from the 10-CLI standards as they are not applicable.
  - (a) Element 52 Rates

#### Attachment B-3 Retail Visitor Convenience Core Items

# 1) Core Retail

This Attachment B-3 to the Operating Plan provides the list of "core" retail visitor convenience items. The operating responsibilities of the Concessioner specific to the required service of Retail are outlined in the main Exhibit B Operating Plan. The core retail products below are considered visitor necessities and must be priced using the Manufacturer's Suggested Retail Price or the markup method for convenience items.

# 2) Packaged Beverages

- A) Juice/Juice Drinks (Includes: 100% juice, vegetable drinks, canned/juice box drinks)
- B) Water (Includes: bottled, flavored, carbonated, still, fortified waters)

#### 3) Alternative Snacks

- A) Granola/Fruit Snacks
- B) Health/Energy Bars (Includes: meal replacement, diet, energy, cereal, nutritional bars)

#### 4) Non-Edible Grocery

- A) Laundry Care (Includes: laundry detergent)
- B) Dish Care (Includes: dish soap)
- C) Household Care (Includes: insecticides)
- D) Paper/Plastic/Foil Products (Includes: toilet paper)

#### 5) Health & Beauty Care

- A) Analgesics
- B) Cough & Cold Remedies (Includes: cough drops)
- C) Stomach Remedies (Includes: antacids)
- D) Grooming Aids (Includes: shampoo, oral care, deodorants, soap, shaving needs)
- E) Feminine Hygiene (Includes: tampons, sanitary napkins)
- F) Skin Care/Lotions/External Care (Includes: sunscreen, eye care, lip care, first aid)

# 6) General Merchandise

- A) Batteries
- B) Lighters
- C) Ice
- D) Firewood

# **Exhibit B Operating Plan**

# **Attachment B-4 Campground Core /Non-Core List**

This Attachment B-4 to the Operating Plan provides the number of "core" and "non-core" campground sites per location. The operating responsibilities of the Concessioner specific to the required service of Campgrounds are outlined in the main Exhibit B Operating Plan.

# **Summary of Campsites by Location**

Location	# of Core Sites	# of Non- Core Sites	Total Number of Sites	Notes
Colter Bay RV Park	0	112	112	
Colter Bay Campground	359	0	359	Core Sites include 13 electric-only ABA- accessible sites. Upon completion of CFIP # 6, 57 sites will be removed from the Core inventory and moved to Non-Core
Jenny Lake Campground	61	0	61	
Gros Ventre Campground	294	29	323	Upon completion of CFIP # 5, 50 sites will be removed from the Core inventory and moved to Non-Core
TOTAL	714	141	855	

# Attachment B-5 Food and Beverage Core Menu

# 1) Food and Beverage Core Menu

This Attachment B-5 to the Operating Plan identifies Core Menu Items. The operating responsibilities of the Concessioner specific to the required service of Food and Beverage are outlined in the main Exhibit B Operating Plan.

# A) Jackson Lake Lodge

#### (1) The Pioneer Grill

Core Menu Item	Description
Breakfast	
Eggs/Meat/Potato	2 eggs (whole egg or egg whites only), choice of 2 oz. Ham, bacon or sausage, 4 oz. potatoes
Breakfast Sandwich	Croissant, 1 slice cheese, 1 egg, 2 oz. ham, bacon or sausage
Breakfast Burrito	2 oz. potato, 1 egg, 1 slice cheese, 2 oz. ham, bacon or sausage, tortilla wrap
Full Stack Pancakes	3 pancakes, syrup, butter
Omelet with side and toast	3 eggs (whole egg or egg whites only). Choice of: 1 oz. meat, 1 oz. veggies, 1 oz. cheese, 4 oz. potatoes, 1 slice toast
Cinnamon Roll	6" cinnamon roll
Lunch and Dinner	
Chicken Wings	1 lb. wings, carrot and celery sticks, 4 oz. blue cheese dressing
Soup Bowl	10 oz. with crackers or bread
Garden Salad	1.75 oz. organic mixed greens, seasonal fresh vegetables, house made dressing
Chicken Sandwich w/side	5 oz. chicken breast, bun, lettuce, tomato, 3/4 oz. cheese, choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Hamburger w/side	1/3 lb. patty, bun, 3/4 oz. cheese, lettuce, tomato, onion, and choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Balsamic Portobello Steak	1/3 lb. portobello mushroom, bun, cheese, lettuce, tomato, onion, choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Dinner	
Red Meat Entrée	10 oz. ribeye, choice of two sides (4 oz. mashed potato, 4 oz. vegetable, 6 oz. fries 3 oz. coleslaw, 2 oz. cornbread, 3 oz. diced fruit, 3 oz. cucumber/tomato salad)
Pork Chops	6 oz. pork chops, choice of two sides (4 oz. mashed potato, 4 oz. vegetable, 6 oz. fries, 3 oz. coleslaw, 2 oz. cornbread, 3 oz. diced fruit, 3oz cucumber/tomato salad)

# (2) New Quick Service Outlet (CFIP #8)

- (a) The Concessioner must include its conceptual menu as part of the NPS Office of Public Health (OPH) Plan Review Form, as required in Section 4)D)(3)(h) of the Draft Operating Plan.
- (b) The Concessioner must submit its initial Core Menu request, at minimum, 60 days in advance of opening. The Concessioner will be notified by the Service at least 30 days prior to opening of any changes the Service will prescribe to the initial Core Menu.

# B) Colter Bay Village

# (1) The Ranch House

Core Menu Item	Description
Breakfast	
Two egg/potato/meat	2 eggs, 4 oz. potatoes, choice of breakfast meat (2 oz. bacon, 4 oz. sausage, or 2 oz. ham)
Pancake Full Stack	3 6" pancakes, syrup, butter
Lunch / Dinner	
Soup of the Day Bowl	10 oz. soup with bread
Classic Caesar Salad	4 oz. organic romaine lettuce, 3 oz. Caesar dressing, 1 oz. parmesan cheese, 2 oz. croutons
House Salad	2 oz. salad mix, 1 oz. cucumber, 1 oz. tomato, 2 oz. croutons,1 oz. feta, choice of 2 oz. dressing on the side
Cheeseburger w/side	1/3 lb. angus beef burger, bun, with cheese, lettuce, tomato, onion, 1 pickle spear choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Vegetarian Sandwich w/side	3 oz. Portobello, 3 oz. vegetables, 1 oz. cheese, bun, choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Pulled Pork Sandwich w/side	4 oz. barbeque pulled pork, 2 oz. coleslaw, bun, choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes), 2 oz. pickle
Chicken Sandwich w/side	5 oz. chicken breast, bun,1 oz. lettuce, 1 oz. tomato, 1 oz. red onion, 2 oz. avocado, 1 oz. cheese, choice of side (4 oz. diced fresh fruit, 6 oz. fries, 4 oz. coleslaw, 4 oz. cucumber & tomatoes)
Trout Entrée w/two sides	1 trout, choice of 2 sides (4 oz. mashed potato, 4 oz. vegetable, 6 oz. fries 3 oz. coleslaw, 2 oz. cornbread, 3 oz. diced fruit, 3 oz. cucumber/tomato salad)
Red Meat Entrée w/two sides	10 oz. red meat protein with 2 sides (4 oz. mashed potato, 4 oz. vegetable, 6 oz. fries, 3 oz. slaw, 2 oz. cornbread, 3 oz. diced fruit, 3 oz. cucumber/tomato salad)
Half Chicken Entrée w/two sides	half chicken, 2 choices of sides (4 oz. mashed potato, 4 oz. vegetable, 6 oz. fries 3 oz. slaw, 2 oz. cornbread, 3 oz. diced fruit, 3 oz. cucumber/tomato salad)
Ice Cream	Ice cream 8 oz. (two scoops)

# (2) Café Court

Core Menu Item	Description
Lunch /Dinner	
Chicken Wings	1 lb. wings, 6 oz. carrot and celery sticks, 3 oz. choice of sauce, 4 oz. blue cheese or ranch dressing
Cheese Slice	1/6 of 18" Pizza
Extra Toppings	for 18" Pizza
Cheese Pizza 18"	1.5 lb. dough ball, 10 oz. marinara, 10 oz. mozzarella
Margarita Pizza 18"	1.5 lb. dough ball, 10 oz. mozzarella, 8 each sliced tomato, 2 oz. roasted garlic oil, 2 oz. basil
Garden Salad	3 oz. greens, 1 oz. cucumber, 1 oz. tomatoes, 1 oz. carrots, 1 oz. red onion, 2 oz. croutons, choice of dressing

# C) Beverages – All Core Menus

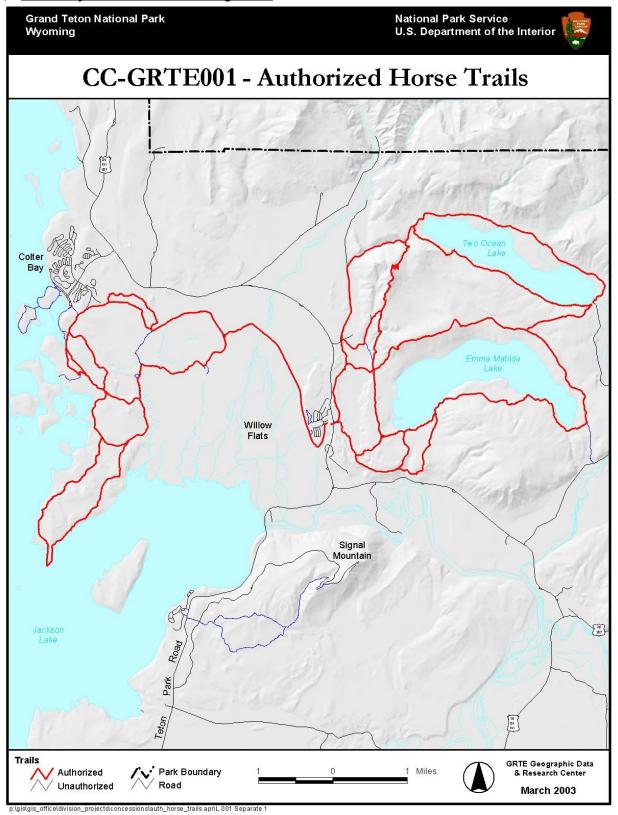
Core Menu Item	Description
Coffee	(Regular and decaffeinated) unlimited including lobby coffee bar
Cappuccino (Jackson Lake Lodge Coffee	
Cart and Colter Bay Grocery Coffee Bar	
Core)	12 oz. Cappuccino
Latte (Jackson Lake Lodge Coffee Cart	
and Colter Bay Grocery Coffee Bar Core)	12 oz. Latte
Extra Espresso Shot (Jackson Lake Lodge	
Coffee Cart and Colter Bay Grocery	
Coffee Bar Core)	2 oz. Espresso Shot
Assorted Fruit Juices	12 oz. unlimited
Soft Drinks	12 oz. unlimited
Milk (2 % or skim)	8 oz.
Draft Beer (domestic)	16 oz.
Standard Drinks (based on single mix	
cocktail, rum/coke, gin/tonic, etc.)	House brand 1.2 oz.
House Wine	6 oz. glass

# **Attachment B-6 Horseback Riding Authorized Trails**

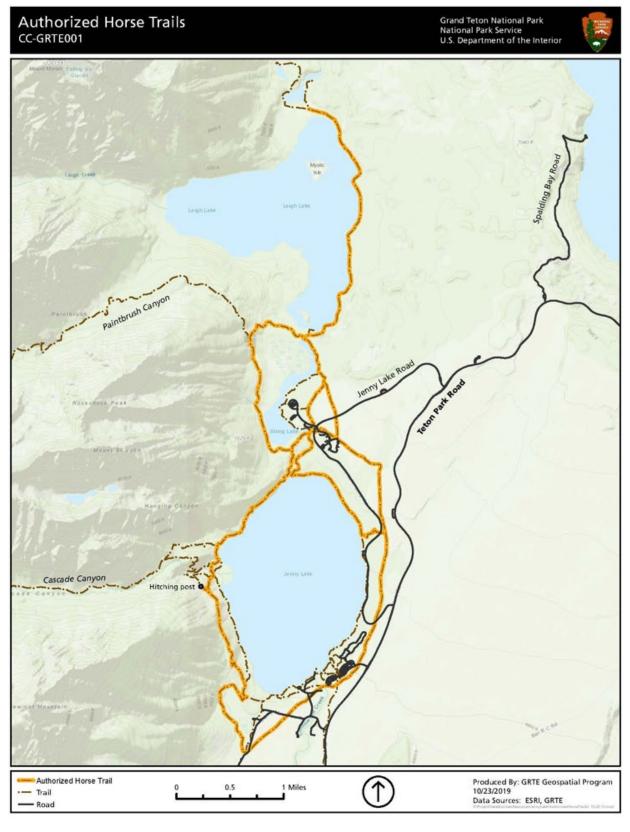
# 1) Authorized Horse Trails

This Attachment B-6 to the Operating Plan provides maps of authorized trails. The operating responsibilities of the Concessioner specific to the required service of Guided Horseback Rides and Corrals are outlined in the main Exhibit B Operating Plan.

# 2) Colter Bay and Jackson Lake Lodge Area



# 3) Jenny Lake Area



# **Attachment B-7 Grand Teton National Park Retail Gift Shop Objectives Statement**

# **Area Purpose**

The purpose of Grand Teton National Park is to preserve and protect the spectacular scenery of the Teton Range and the valley of Jackson Hole; protect a unique geologic landscape that supports abundant diverse native plants and animals and associated cultural resources; protect wildlands and wildlife habitat within the Greater Yellowstone area, including the migration route of the Jackson elk herd; and to provide opportunities for enjoyment, education, inspiration, and scientific investigation compatible with these resources for present and future generations.

Foundation Document (2017)

#### **Park Fundamental Resources and Values**

The following fundamental resources and values are from the Foundation Document (2017)

- Scenery. Grand Teton National Park (Park)and John D. Rockefeller, Jr. Memorial Parkway (Parkway) contain an exceptionally wide array of scenery that can be viewed throughout the seasons.
- Geologic Features and Processes. Powerful ongoing geologic forces shape the Park, Parkway, and nearby Yellowstone National Park.
- Ecological Communities and Natural Processes. The ecological communities of the Park and Parkway are vitally connected to the larger Greater Yellowstone Ecosystem and flourish through this connectivity
- Aquatic Resources and Processes. The Park and Parkway contain portions of the designated wild and scenic Snake River Headwaters and associated floodplains and riparian areas.
- Cultural History and Resources. The Park and Parkway tell important stories that illustrate the evolution of human relationships with the Teton mountain range and Jackson Hole.
- Visitor Experiences in an Outstanding Natural Environment. The Park and Parkway provide an excellent area in which visitors may immerse themselves in the spectacular natural setting of the Teton Range.
- Natural Soundscapes and Night Skies. Because of the diversity of habitats and wildlife species, the Park and Parkway have abundant and varied natural sounds that not only enhance visitor experience but serve a critical ecological role.

#### Sale of Gifts, Souvenirs, and Other Merchandise

The sale of gifts, souvenirs and other merchandise within the Area is considered necessary and appropriate since these items enhance visitor understanding and appreciation of the park mission and values and complement visitor experiences. Information tags on merchandise foster awareness about park resources and values. Souvenirs provide tangible keepsakes to remind visitors of park experiences.

#### **Area Interpretive Themes**

The following interpretive themes are from in the Foundation Document (2017)

• Geology. The Teton Range provides visitors unparalleled opportunities to comprehend powerful geologic processes and their influences on the natural and human world—the unique combination of fault-block geology, water, and glaciers shape this dynamic landscape.

- Ecology. As part of the Greater Yellowstone Ecosystem, one of the largest intact temperate ecosystems on Earth, the Park and Parkway preserve the resources of geology, water, air and the processes for plants and animals to coexist as they have for thousands of years.
- People. We celebrate nearly 11,000 years of human connection to this landscape and protect those cultural treasures that serve as touchstones to stories from every age.
- Legacy. The American people's passion, commitment, and action have contributed to preserving the Park and Parkway through conservation, stewardship, and philanthropy—inspiring today's stewards and future generations.
- Inspiration. The majestic landscape and deep cultural connections at the Park and Parkway inspire lifelong learning and meaningful place-based experiences; inviting all to share their stories, make their own connections, enrich each other's lives, and find personal renewal.
- Discovery. Scientific discovery propels understanding and informs decisions that best preserve the
  integrity of the everchanging and interdependent natural processes and human presence in the
  Park and Parkway.

#### **Objectives for the Sale of Merchandise**

The objectives for the sale of merchandise, including gifts, souvenirs, apparel, outdoor recreational supplies, groceries, and visitor convenience items in the Area:

- The primary selection of gifts and souvenirs relates to the Area and its resources.
- Merchandise is attractive, tasteful and meets Service standards.
- Regionally or locally handcrafted or manufactured merchandise is preferred, consistent with park themes.
- Information in displays and on tags interprets park themes.
- Information is provided to help visitors have a safe visit and minimize impact on park resources from their activities.
- Quality items are available at a range of prices.
- Only plants and animals found within the park are depicted in merchandise.
- Each sales outlet carries some items unique to that location.
- Development of unique theme-related items sold only in Grand Teton National Park is encouraged.
- Visitors are able to meet their essential and spontaneous needs for food and convenience items.
- Groceries are sold in suitable sizes to meet the needs of campground users as well as day use visitors.
- Convenience stores and groceries carry hot and cold beverages and many ready-to-eat products suitable for snacks and picnics.
- Fresh produce, meats, baked goods, other grocery items, ice and camping supplies meet visitor need for day trips as well as backpacking and camping multi-day stays.
- Information and assistance is available to help visitors select appropriate camping and hiking equipment, binoculars, cameras, fishing gear, etc.
- Sales staff is knowledgeable about the merchandise as well as park resources and assists visitors by answering questions and providing information about the park and surrounding area.

# **Sale of Artifacts and Specimens**

Gifts shops will display the following message at a prominent location with the store, such as at the register:

• The natural materials – rocks, plants, animal products - featured in some of our merchandise come from legally authorized sources outside national park service areas. None comes from threatened or endangered species.

#### Specific Objectives by Sales Outlet.

# Jenny Lake Store

- Emphasis is on merchandise and groceries that meet visitor needs for hiking, backpacking, and camping.
- Less emphasis on gifts and souvenirs.
- Grocery items are packaged in small quantities suitable for day trips, picnics, and short backpacking and camping stays.
- Ready-to-eat items are suitable for picnics, trail lunches and snacks.
- Some logo items are specific to Jenny Lake.

### Jenny Lake Lodge Gift Shop

- Emphasis is on quality gifts, souvenirs, and apparel appropriate for the clientele.
- Convenience items are limited.
- Some logo items are specific to Jenny Lake and Jenny Lake Lodge.

#### Jackson Lake Lodge

- Apparel Shop (Teton Shop): Outdoor specialty gear and apparel related merchandise appropriate for the clientele of Jackson Lake Lodge.
- Retail Shop: Variety of gifts and souvenirs at a range of prices.
- Gift Shop: Variety of gifts and souvenirs relating to a full range of park themes. Traditional and contemporary Native American jewelry.
- Newsstand: Visitor convenience items, books, and magazines and newspapers typical of a hotel newsstand.

#### Colter Bay Village

- Convenience Store: Convenience items, beverages and snacks, automotive supplies and souvenirs.
- Grocery and Gift Shop: Full range of groceries and convenience item, many ready-to-eat items. Gifts and souvenirs at a full range of prices. Apparel and outdoor equipment appropriate to the park environment.
- Marina Store: Convenience items, beverages and snacks, recreational equipment, and supplies with emphasis on water-based recreation.

# **Attachment B-8 Concessioner Projects**

### 1) **GENERAL**

The Concessioner agrees to undertake improvements to Concession Facilities and Visitor Services as listed below. The Concessioner must seek Service approval, and approval of all other applicable authorities, of all improvements, practices and other elements of this Exhibit B-8, promptly following the effective date of the Contract, or as specifically indicated for each requirement. All such improvements, practices and other elements shall be subject to Service approval and the terms and conditions of the agreements between the Concessioner and the applicable authority having jurisdiction and any applicable regulatory approvals. Should the Service or another applicable authority not approve of certain improvements, practices or other elements, the Concessioner must pursue alternate projects to provide the same or similar benefits as the listed improvements, practices and other elements would have provided.

# A) Project Plans and Proposals

- (1) General. The Service will approve and prioritize real and personal property improvement projects pursuant to the terms of the Draft Contract and its exhibits.
  - (a) **Project Statements**. For the personal and real property improvement projects listed in this Attachment B-8, the Concessioner must submit detailed Project Statements to the Service for each project for evaluation and response at least 90 days prior to the anticipated project commencement date.

# **B)** Specific Projects

(1) Specific project details and timelines from the Concessioner's proposal responses will be incorporated into this section.