

OPERATING PLAN

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1) Introduction

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

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

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

2) Management Responsibilities

A) Concessioner

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

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

B) Grand Teton National Park

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

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

3) General Operating Standards and Requirements

A) Schedule of Operation

- (1) The Concessioner must provide the required services seasonally, typically from early June through mid-September. The actual operating season varies each year depending on weather and snow conditions. Operating dates are subject to change by the Superintendent.
- (2) The Concessioner must submit annually **by the Fourth Monday in January** a written schedule of proposed public opening dates and hours of operation for the Superintendent's approval.
- (3) The Service will make every effort to inform the Concessioner of any schedule change it may initiate due to weather, natural disasters, repair of infrastructure or other reasons.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
 - (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.
- (2) *Rate Methods.* The current rate approval methods used by the Service to administer Concessioner rates are as follows.
 - (a) **Lodging.** The Concessioner is responsible for setting rates for Lodging consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method. The following lodging amenities must also be included in the lodging rate.
 - Guest Showers. The Concessioner must provide showers and restrooms for guest use.
 - Laundry. The Concessioner must provide laundry machines (washer and dryers) for guest use.
 - Wireless Internet (Wi-Fi). The Concessioner may provide wireless internet service for guest use, and if provided, will be available at minimum, in common areas.
 - Lodging Guest Bicycle Rentals. The Concessioner may provide bicycle rentals to lodging guests as an amenity of Lodging.
 - (b) **Limited Retail (Authorized).** The Concessioner is responsible for setting rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (3) *Monitoring of the Competitive Market.*
 - (a) The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
 - (a) **Rate Adjustment.** The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
 - (b) **Service Rate Monitoring.** The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that occupancy does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.

- (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
- Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., Hostel Lodging.
 - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
 - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
 - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
 - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated.).
- (d) Rate Monitoring Information. The Concessioner must submit to the Service annually by **December 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) Service Timelines for Responding to Concessioner Requests. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (6) Rate Compliance.
- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
- (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (c) The Concessioner is responsible for rate compliance in all forums, including, but not limited to, the Concessioner's website, the Concessioner's telephone reservations system, and third-party booking agents and intermediaries.
- (7) Reduced Rates and Discounts.
- (a) The Concessioner may implement rate discounts to individuals, specified groups, or entities (e.g., "active-duty military personnel" or "seniors") with the Superintendent's prior written approval. In implementing 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 to receive the discount, and the identification that group members will be required to show to receive the discount.
- (b) Reduced Rates for Federal Government Employees. The Concessioner may not provide other goods and services to government employees or their families without charge or at reduced rates unless equally available to the general public.
- (8) Reservations
- (a) Reservation Services. The Concessioner must utilize a centralized reservation system for all lodging services provided under the Contract.
- The Concessioner must offer online information regarding reservations consistent with industry best practices. At minimum, reservation services must be available via toll-free telephone and internet (website).
 - The reservation system must allow guests to complete online bookings for lodging services and be regularly updated with current information. The Concessioner must accept

reservations on a 366-day forward-rolling basis or may use an "open season" for reservations.

- The Concessioner may not market, sell or offer reservations for any non-Concession services on its website.
 - The Concessioner must obtain Service approval of any promotional material, including reservations website information and social media before use or publication. Refer to Section 3)(l) Public Relations and Providing Area Information for more information.
- (b) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire length of stay even if the approved rate is higher than the advanced confirmed rate. If the approved rate for the stay is less than the advance rate on the reservation, however, the Concessioner must refund the difference on the confirmed advance reservation rate.
- (c) Group Accommodations. The Concessioner may not provide overnight accommodation to groups over 25 people.
- (9) *Deposits, Cancellations, and Refunds*. The Concessioner must have policies for deposits, cancellations, and refunds equivalent to comparable properties for lodging reservations. The Concessioner must include the policy in all accommodation brochures, websites, and reservation confirmations.
- (a) The Concessioner must submit its deposit, cancellation, and refund policies and administrative fee schedule as part of the rate approval process.
 - (b) The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose.
 - (c) The Concessioner must process refunds within two weeks of cancellation.
 - (d) *Overbooking*. The Concessioner must not overbook rooms.

C) Purchasing

- (1) *Prompt Payment*. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees, or others.
- (2) *Discounts*. The Concessioner, when feasible, must take advantage of all available trade, cash, and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner must pass these savings through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (4) *Local Purchasing*. The Concessioner must source and purchase 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 and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *Service Concession Review Program*. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service

- and/or other applicable authorities reserve the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations.
- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Service strongly encourages the Concessioner to review the standards applicable to this contract. It is the Concessioner's responsibility to read and understand the standards it will be evaluated on, and to contact the GTNP Business Resources Office with any questions concerning the evaluation standards.
 - (b) The Service will evaluate the required services and authorized services by using the standards located on the NPS Commercial Services website at: <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation.
- (3) *Annual Overall Rating*. The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year:
- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance, as required in Exhibit I.
 - (b) Operational Performance Report. The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
 - (c) Public Health Program Evaluation. A representative of the Service's Office of Public Health may conduct periodic evaluations of the Concessioner's solid waste disposal, water, and wastewater systems with or without prior notice. This evaluation will be conducted pursuant to Directors Order 83 – Public Health.
 - (d) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
 - (e) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service Policy and standards, and Applicable Law.
- (4) *Other Audits or Inspections*
- (a) 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).

- (b) Fire, Life, Safety Inspections. The Service may conduct fire and other safety inspections at its discretion over the course of the Contract term. The Service will contact the location managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service may consider performance in addressing fire safety requirements in the annual RMP Evaluation.
- (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.

E) General Policies

- (1) Accessibility. The Concessioner must comply with all Applicable Laws regarding accessibility, including but not limited to the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA).
 - (a) The Concessioner must ensure all client and employee information, communication, and marketing materials are compliant with the Section 508 Amendment to the Rehabilitation Act of 1973.
- (2) Entrance Fees/Entrance Passes.
 - (a) The Concessioner must inform clients in its reservation information that all clients entering the Area must pay applicable Area entrance fees.
 - (b) The Concessioner must submit the employee entrance pass request form **annually** to the Service. The form will be available upon request.
 - The Concessioner is required to keep a log with the following information: vehicle pass serial number, date issued, first and last name of the employee the pass is issued to and the vehicle license plate number and state. The Concessioner must make a copy of the log available to the Service upon request.
- (3) Facilities Use. The Concessioner must use the Concession Facilities and land assignments only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains written permission from the Service.
 - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities including the concession employee housing areas.
 - (b) Smoking Policy. The Concessioner must comply with current Service guidelines and requirements. The Concessioner must designate employee smoking areas. A copy of Director's Order 50D regarding the Service's policy on smoking can be found online or upon request of the Service.
 - (c) Fund Raising Activities. The Concessioner must limit in-Area fundraising to activities that support Service-authorized Area philanthropic partners (as per Director's Order 21). The Concessioner must enter into a Service approved agreement with the Area partners and obtain the Service's written approval prior to engaging in any fundraising activities.
 - (d) Special Events. Special events must be consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive perspectives, and subject to Service approval. A written schedule of planned or recurring events must be submitted to the Business Resources Office for Service review at **least 60 days in advance of event or event marketing, whichever is earlier**.
 - Special events limited to 25 people or less in addition to overnight guests provided they do not impact the use and enjoyment of the Area by guests may be permitted subject to Service approval without a Special Use Permit.
 - Special events of 26 people or more in addition to overnight guests are subject to Service approval and may require a Special Use Permit.

- A temporary food event permit issued by the NPS Public Health Consultant is required for all food and beverage provided at a special event.
 - Weddings and catering services are prohibited.
- (e) Filming and Still Photography. Filming and still photography initiated by, funded by, and used for the Concessioner's own marketing materials does not require a Special Use Permit. Manned and unmanned aircraft aerial filming and photography is prohibited.
- (4) Firearms.
- (a) The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its visitors. The Concessioner should consult Area law enforcement and the state attorney general's office regarding state firearms laws.
- Concession employees must not possess firearms while on duty. The Superintendent, at their discretion, may grant exceptions to this prohibition in writing upon consideration of a written request from the Concessioner. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
- (b) Within **60 days** following the effective date of the Contract, the Concessioner must develop and provide to the Service its policies concerning firearms within Concession Facilities, including both guest and employee areas, and regarding the possession of firearms by off-duty personnel living in employee housing. The Concessioner may make employment conditional on compliance with its policy to prohibit firearms in shared quarters, dorms, or other Concession Facilities.
- (5) Lost and Found. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property in Concession Facilities. The Concessioner must submit the plan to the Concessions Management Office for review and approval within **60 days** of the Contract effective date, and thereafter on an annual basis, by **May 1**, if changes occur. Any changes to the plan are also subject to prior review and approval.
- (a) Procedures for the handling of lost and found property must conform to 36 C.F.R. § 2.22 and Directors Order (D.O.) 44. Information relating to these documents may be found online or requested from the Service.
- (b) Abandoned Property. As a part of its Lost and Found program, the Concessioner must develop procedures for disposal of property abandoned by Concession employees.
- (6) Vehicles. The Concessioner must properly register, license, insure, and maintain all vehicles it uses to perform services under the Contract. All vehicles must be legal for operation on Wyoming public roads and must be operated in a manner that minimizes impact to road surfaces.
- (a) Facility Parking. The Concessioner and its employees will only use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.
- Storage of guests' personal property, including vehicles, may be provided only while guests are on an expedition within the Area.
 - Camping or sleeping in vehicles is prohibited.
- (b) Identification. Concessioner owned vehicles must be identified with the Company name. All lettering should be no larger than three- and one-half inches in height.
- (c) Vehicle List. The Concessioner must maintain a spreadsheet identifying all company owned vehicles used in its operation and annually submit it, with relevant updates, to the Service by the **fourth Monday in May**.
- (d) 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.

- (7) *Visitor Comments.* The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within **30 days** of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions, as available. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
- (a) The Concessioner must investigate and make an initial response to any complaint within 48 hours. The Concessioner must provide the Service with a copy of its responses. The Service provides copies of its responses, if any, to the Concessioner.
- (b) 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.
- (c) 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 following month** during the operating season. The annual report is due on **the Second Monday in November**. The Concessioner must provide individual comments upon request.

F) Resource Protection

- (1) *Area.* The Concessioner must comply with all Area rules and regulations, including those found in the Superintendent's Compendium, and all applicable environmental laws, particularly those dealing with the protection of natural and cultural resources including water quality, vegetation, and wildlife. The Concessioner must ensure that employees and guests are made aware of these rules and regulations.
- (2) *Closures.* The Concessioner must adhere to all posted closures for resource protection. Information on Area closures can be located at: <https://www.nps.gov/grte/learn/management/wildlife-closures.htm>.
- Concessioners are required to provide information to employees and guests about applicable wildlife closures.
- (3) *Wildlife.*
- (a) The Concessioner must not disturb any wildlife species (amphibians, reptiles, migratory birds, mammals, raptors, or bats) found nesting, hibernating, estivating (in an inactive dormant state during hot, dry periods), or otherwise living in, or immediately near Concession Facilities and land assignments.
- (b) At all times in all locations, the Concessioner must ensure that all bear attractants are attended. All unattended attractants must be stored securely inside a building, a bear resistant food storage locker (if available), in a hard sided vehicle with doors locked and windows closed, or in an Interagency Grizzly Bear Committee (IGBC) approved portable bear resistant food storage canisters; or disposed of properly in a bear-resistant garbage receptacle. Backpacks and/or daypacks containing unsecured attractants (i.e., not in a canister) must not be left unattended. Bear "attractants" include food, drinks, garbage, cooking utensils, dirty/soiled pots/pans/plates, stoves, grills (charcoal or gas), empty or full coolers, storage containers with food or previously holding food (except approved bear resistant canisters), beverage containers, pet food/bowls, and any odorous item that may attract a bear such as toiletries.
- (c) *Food Storage/Bear Attractants.* Inside cabins, items must be stored in a cooler or other closed hard plastic container to exclude pests i.e., mice. The Concessioner will provide hard plastic containers for attractants storage within cabins. When attractants are unattended in cabins, the windows and solid doors must be closed. The Concessioner will monitor cabins to ensure windows and solid doors are secure when guests are not present.

- (d) The Concessioner must make efforts to minimize disturbance of wildlife and modify its activities as required by the Service when human-wildlife conflicts occur.
 - (e) Feeding of wildlife within the Area is prohibited. The Concessioner must discourage the feeding of wildlife within or outside Concession Facilities.
 - (f) The Concessioner must notify Teton Interagency Dispatch Center at 307-739-3301 immediately of any human-bear or wildlife conflicts (e.g., human food-rewards, human injury, property damage), sightings of black or grizzly bears in developed areas, or incidents where visitors are observed intentionally feeding wildlife or approaching wildlife within unsafe distances. All bear sightings must be reported to the Area's Bear Management Office at 307-739-3673 within 24 hours.
- (4) *Noise.*
- (a) Concession employees must be aware of and follow the best practices of noise mitigation. The value of natural soundscapes must be considered in all activities that involve creating potential noise impacts.
 - (b) To reduce noise and pollution emissions, the Concessioner will not idle while operating motor vehicles in the Area.

G) Human Resources Management

- (1) *Employee Behavior and Appearance.* Employees must be neat and clean in appearance, must project a hospitable, friendly, positive, and helpful attitude, and must be capable and willing to answer questions from visitors and provide visitor assistance.
- (2) *Employee Conduct.*
- (a) The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and protection of visitors. The Concessioner must take all actions needed to fully correct any such situation.
- (3) *Employee Hiring Procedures*
- (a) General Manager. The Concessioner must employ a general manager who is located on-site and responsible for the successful implementation of the terms required by the Contract.
 - (b) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory visitor services.
 - (c) The Concessioner must meet all applicable U.S. Department of Labor requirements.
 - (d) The Concessioner must use established application and hiring policies that include application, reference checks, interviews, evaluation, and selection by senior management.
 - (e) Background Checks. The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate for the position. These may include wants and warrants checks; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office and GTNP Business Resources Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service. The Concessioner will make appropriate hiring decisions in consideration of the information obtained.
 - (f) Driver Requirements. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
 - (g) Service Investigations. The Concessioner must promptly respond to law enforcement officer requests, for the purposes of criminal investigation, employee information such as: full name, telephone number, location working in the Area, current position, supervisor's name and contact information.

- (h) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who are in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
 - (i) Harassment-Free Environment. The Concessioner must maintain a harassment-free working and living environment for its employees. The Concessioner must train employees in how to identify, avoid, and report harassment and monitor its operations to ensure employees feel secure from sexual harassment and bullying.
- (4) *Employment of Service Employees or their Family Members.*
- (a) The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
- (5) *Employee Training.*
- (a) Job Training and Orientation. The Concessioner must provide formal and ongoing job orientation and training to each employee prior to duty assignments and provide refresher training as applicable or required. The Concessioner must inform employees of Area regulations and requirements that affect their employment and activities while working in the Area. A Service representative may participate in scheduled orientation sessions. The Concessioner must participate in training with the NPS as appropriate.
 - (b) First Aid and CPR Training. All employees must have current First Aid certification and Adult/Child CPR certification. CPR certification must include "hands-on" instruction and be provided by the American Red Cross or American Heart Association or be included in a higher-level emergency or first aid training course.
 - (c) Safety. The Concessioner must provide safety training to all employees according to the training requirements in its Risk Management Plan (RMP).
 - (d) Environmental Training. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program (EMP).
 - (e) Wildlife Safety Training. Concession employees must receive training on proper food/attractant storage, bear and wildlife safety training, bear-spray training, wildlife closures, and receive training on how to share this information with Area guests.
 - (f) Service Review Programs. Annually, the Concessioner must inform its employees of the Concessioner's Monitoring Program and the Service's Concession Review Program. The Concessioner must ensure managers and supervisors understand their responsibilities regarding compliance and participation in these programs.
- (6) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.
- (7) *Volunteer Programs.*
- (a) The Concessioner should encourage and permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service's VIP program can be found at <http://www.nps.gov/volunteer/>.

H) Employee Housing

- (1) The Concessioner must provide housing for its employees.

- (a) The Concessioner must inform employee housing residents of Service regulations and policies, including but not limited to, residing within the Area.
 - (b) The Concessioner must keep the grounds surrounding the employee housing area clean and orderly. Area bear management guidelines must be followed at all times.
 - (c) The Concessioner is required to develop pet policies consistent with GRTE Housing Policy and the Superintendent's Compendium. Documents are available upon request to the GTNP Business Resources Office.
 - (d) 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.
 - (e) The Concessioner must ensure that occupancy levels are not exceeded. Provisions must be made for regular cleaning of employee housing and restroom facilities.
 - (f) The Concessioner must assume security responsibilities for the employee housing area to handle in-house employee issues.
- (2) *Employee Housing Agreement.* The Concessioner must develop agreement for all employee housing. This agreement must include employee housing rules and regulations, including housing rates for employees as applicable, deposit and refund policies, policies regarding damage deposit or damage charges, assignment policies, policies regarding overnight guests, per policy, 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 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 **May 1** if revised.
- (3) *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 [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions). The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation. Additions and Exceptions are outlined in the Service Specific Operating Standards.

I) Public Relations and Providing Area Information

- (1) The Concessioner must accurately inform, educate the public, and answer questions on many topics throughout all operations, services, and Concession Facilities, including but not limited to rules and regulations regarding resource protection including applicable wildlife closures and wildlife viewing, proper backcountry and climbing etiquette, Leave No Trace practices, safe climbing practices, and recreating safely in the Area.
- (2) *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
- (3) *Vector Borne Diseases.* The Concessioner is required to incorporate NPS Office of Public Health information on Area vector-borne diseases in relevant guest information on the Concessioner's website.
- (4) *Media Inquiries.* 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.

- (5) *Advertisements and Promotional Material.*
- (a) The Concessioner must only distribute promotional material about services and facilities within the Area unless the Service approves exceptions.
 - (b) Approval. The Superintendent must approve all promotional material and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the GTNP Business Resources Office for review and approval at least 30 days in advance of planned distribution or printing dates. The Superintendent may require the Concessioner to remove all unapproved promotional material. Promotional material distributed within the Area is restricted to services and facilities within the Area unless the Superintendent approves exceptions.
 - The use of photos or depictions of the cultural site known as “The Enclosure” in marketing materials is prohibited.
 - (c) Website. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner’s website.
 - (d) Authorization. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Teton National Park unless the Mark is utilized.
 - (e) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.
- (6) *Use of National Park Service Authorized Concessioner Mark (Mark).*
- (a) 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, including the request to use the Mark, as provided on <https://www.nps.gov/subjects/concessions/cti.htm>.
- (7) Interpretive Program. The Concessioner must explore a wide array of methods for conveying interpretive messages to visitors on Area themes and topics such as resource protection, appreciation of Area values, climbing history, visitor safety, cultural history, and Service goals. The Concessioner must provide such interpretive messages in retail and lodging offerings. The Superintendent will review and approve all interpretive materials prior to public distribution.
- (a) Maps and Guides. The Concessioner must provide Area information at the lodging check-in desk and retail outlet counter.
 - (b) Service Messaging. The Concessioner must make available appropriate areas within the Concession Facilities, both interior and exterior locations, to post Service-generated interpretive and safety messages.

J) Environmental Management Program

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

K) Risk Management Plan

- (1) The Concessioner must develop, maintain, and implement a Risk Management Program (“RMP”) that is in accordance with all applicable laws, codes, and Service Risk Management Program Standards for Concessioners located on the Commercial Services website at:

- <https://www.nps.gov/subjects/concessions/risk-management.htm>. Further risk management specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.
- (2) The Concessioner must submit its initial plan to the Superintendent within **120 days** of the effective date of this Contract and annually thereafter by **May 1**.
 - (3) *Visitor's Acknowledgement of Risk.*
 - (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
 - (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as **Attachment 2** to this Operating Plan.
 - (c) The Concessioner must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form, if any, within **60 days** following the effective date of this Contract and at least 30 days in advance of implementing any proposed changes in the form.

L) Protection and Emergency Services

- (1) *Service Responsibilities.*
 - (a) Authority. The National Park 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, in cooperation with the Area's in-Area medical provider, provides emergency medical response services.
 - (c) The Service provides resource, employee, and visitor protection and conducts law enforcement patrols within the Concession Facilities.
 - (d) The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner personnel.
 - (e) The Service handles violations of federal, state, and county laws including the serving or execution of civil process.
- (2) *Emergency Medical Care.*
 - (a) The Concessioner must provide and maintain a supply of first aid kits at appropriate locations throughout the Concession Facilities.
 - (b) Automated External Defibrillators. The Concessioner must provide and maintain (including manufacturers storage requirements) at least one automated external defibrillator (AED) for public use at the main office. The Concessioner must have employees trained in AED use.

M) Utility Responsibility

- (1) *Concessioner.*
 - (a) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (2) *Service.*
 - (a) The Service provides water and solid waste removal services to the Concession Facilities and will charge the Concessioner monthly for these services in accordance with current Director's Order (D.O.) #35B.
 - (b) The Service will review its capital investments and operating costs for utility systems and services annually and notify the Concessioner in writing of the rates for the upcoming year 90 days in advance of implementation. The Service establishes rates in accordance with current Service guidelines.
 - (c) The Service may cease to provide a particular utility service if such service becomes commercially available and the Service decides to switch to a commercial utility.

- (3) *Utility Add-on.* The Service did not approve a utility add-on for this Contract. The Concessioner must not apply a utility add-on to rates.

4) Specific Operating Standards and Requirements

The Service sets the operating standards for required and authorized services and evaluates the Concessioner's compliance as set out in the Service standards and periodic evaluation forms available on the National Park Service Commercial Services website, <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet service standards. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Website.

A) Lodging (Required Visitor Service)

(1) *Lodging.*

- (a) General. The Concessioner must provide lodging service per the Hostel Lodging Standards (10-LGH). See the [Commercial Services Website for Lodging Classifications](#). *Lodging must be operated using a model where beds are booked by each party and where cabins/rooms may be shared among unrelated groups, as common in dormitory style lodging. The Concessioner cannot operate lodging using a model where an entire cabin is booked at one rate.*
- (b) Occupancy. Capacity will not exceed 74 persons. Beds (bunks) will be arranged so that there is a minimum of 36 inches of clearance maintained for exit aisles. Each cabin has a maximum occupancy. See Attachment 1 for maximum occupancy for each cabin unit.
- (c) Guest Showers. Required as a guest amenity of Hostel Lodging.
- (d) Guest Laundry. Required as a guest amenity of Hostel Lodging.
- (e) Lodging Guest Bicycle Rentals. Authorized as a guest amenity of Hostel Lodging.
- (f) Wireless Internet (Wi-Fi). Authorized as a guest amenity of Hostel Lodging.

B) Limited Retail (Authorized Visitor Service)

- (1) *Limited Retail.* The Service will review and approve all merchandise sold in the Area. At the discretion of the Service, certain items may be determined to be inappropriate and unacceptable for sale.
- (a) *Items to be Sold.* The Concessioner is authorized to sell books, maps and postcards; limited apparel and convenience items such as ice, batteries, bear spray, sunscreen lotion and/or insect repellent; and souvenirs. All merchandise must have a direct relationship to the facility, Area, park themes or climbing activities. All merchandise is subject to Service approval.

C) Standards for Required and Authorized Services

- (1) Hostel Lodging (10-LGH) standards pertain to the services required under this contract.
- (2) **Additions to (10-LGH) standards.** The following elements are Additions to the 10-LGH standards.
 - (a) Length of Stay. The Concessioner will implement a 14-day length of stay limit.
 - (b) Sleeping Pads. The Concessioner may choose to provide sleeping pads on beds for guest use.
 - Sleeping pads must be sanitized between uses.
 - Sleeping pads must be stored in the off-season in a manner that protects them from pest damage.
 - (c) Televisions. The Concessioner must not provide televisions in guest rooms.
 - (d) Guest Showers.
 - The Concessioner must clean restroom and shower facilities at least twice daily, according to a posted schedule.

- Shower curtains must be clean and of adequate size to assure privacy and contain water.
 - Water supply must provide constant water pressure and temperature.
 - A minimum of two clothing hooks are provided for each shower stall.
- (e) Guest Laundry. A washer and dryer must be made available to guests.
- A clothesline may be provided; it must be screened from visitor view and removed at the end of each operating season.
- (f) Wireless Internet (Wi-Fi). The Concessioner may provide wireless internet service for guest use, and if provided, service will be available at minimum, in common areas.
- Network equipment must be operational, neat, well-maintained, and screened from public view.
 - Wireless broadband speeds must be able to meet expected use.
 - A process to verify user identity and authorization must be implemented.
- (g) Cooking Facilities. The Concessioner must provide guest use of the outdoor cook shelter, subject to Concessioner procedures to maintain cleaning, safety, and food storage measures.
- The Concessioner must ensure the cook shelter area is in a clean condition. Picnic tables and cooking areas must be wiped clean, at minimum, twice daily, each morning and evening, with appropriate sanitizer.
 - Cooking is permitted using a gas grill or portable gas stove(s) only. The Concessioner may request Service permission to place a seasonal gas grill with a bear-resistant lid; the grill must be burned clean after each use.
 - Each picnic table must have Service approved bear/food safety signage and relevant pest management signage posted. The Concessioner must ensure tables are kept in good repair.
 - Cooking in lodging cabins/rooms is prohibited.
 - Element 72 – Knowledge of Reservation Agent/Details on Website – The Concessioner must include information on lodging services that are not provided, i.e., bedding, mattresses, toiletries, etc., in information on the concessioner's website and in reservation confirmations to help ensure appropriate guest expectations at the time of arrival.
- (3) **Exceptions to (10-LGH) standards**. The following elements are Exceptions to the 10-LRG standards.
- (a) Element 10 – Flags. The Concessioner is not required to display flags.
 - (b) Element 32 – Kitchens. The Concessioner is not required to provide kitchens.
 - (c) Element 34 – Ice/Vending. The Concessioner is not authorized to provide vending.
 - (d) Element 52 – Bedding. The Concessioner is not required to provide bedding.
 - (e) Element 53 – Mattresses. The Concessioner is not permitted to provide mattresses due to space constraints; see addition (b) Sleeping Pads (above) for an alternative.
 - (f) Element 66 – Bath Linens – The Concessioner is not required to provide bath linens.
 - (g) Element 68 – Soap/Shampoo. The Concessioner is not required to provide soap/shampoo.
- (4) Guest Bicycle Rental. Rental Equipment (10-REN) standards pertain to this lodging amenity. The following elements are **Additions** to the 10-REN standards.
- (a) Fleet Size. The Concessioner must demonstrate the ability to adequately store bicycles during the peak season and seasonal closures.
 - (b) E-Bikes. The Concessioner may rent Class 1 electrical bicycles, as defined in 36 CFR § 1.4, for use in locations designated by the Superintendent's Compendium. If the Concessioner chooses to provide e-bike rentals, it may charge a rate.
 - (c) The following elements are **Exceptions** to the 10-REN standards or are clarifications to those items evaluated under the 10-LGH standards.

- Elements 1-23 – Rental Facility Exterior. Not applicable, evaluated under 10-LGH.
 - Elements 30-36 – Camping Set Up Services. Not applicable to this service.
 - Elements 38-44 – Reservation Services. Not applicable, rentals available first come, first served.
 - Element 45 – Hours of Operation. Not applicable, evaluated under 10-LGH.
 - Element 46 – Pick-Up. The Concessioner is not required to provide Pick-Up.
 - Element 50 – Returns. The Concessioner is not required to provide Returns.
 - Element 51 – Lost and Found. Not applicable, evaluated under 10-LGH.
 - Elements 52-56 – Personnel. Not applicable, evaluated under 10-LGH.
- (5) Employee Housing (10-EHO) standards pertain to the services required under this contract.
- (a) The following elements are **Exceptions** from the 10-EHO standards.
- Element 4 – Parking. Employee parking is shared with guest parking. Evaluated under 10-LGH.
 - Element 5 – Bike Racks. Bike Racks are shared with guest bike racks. Evaluated under 10-REN.
 - Element 17 – Vending. The Concessioner is not authorized to provide vending.
 - Element 22 – Fire Alarms and Pull Boxes. Employee housing building does not contain systems.
 - Element 23 – First Aid Kit. Evaluated under 10-LGH.
 - Element 26 – Chemical Storage. This element is evaluated under 10-LGH.
 - Element 27 – Unit Numbers. Employee Housing consists of one unit with two entrances only.
 - Element 28 – Directional/Emergency. Not applicable per code.
 - Element 30 – Interior Doors. No interior doors in this unit.
 - Element 37 – Bedding. The Concessioner is not required to provide bedding.
 - Element 50 – Towels. The Concessioner is not required to provide towels.
 - Element 52 – Soap/Shampoo. The Concessioner is not required to provide soap/shampoo.
 - Element 55 – Public Laundry. Evaluated under 10-LGH.
 - Element 62 – Maintenance Requests. The Concessioner is not required to have a maintenance request system.
- (6) Retail Standards pertain to the services authorized under this contract The Service will evaluate using Retail Standards (10-RET).
- (a) **Additions to** Retail Standards (10-RET). The following elements are **Additions** to the 10-RET standards.
- Thematic and Environmentally Preferable Products. The Concessioner is encouraged to support a reduction in plastic bottle use within the Area and may sell reusable drink containers with appropriate logo to guests.
- (b) **Exceptions to** Retail Standards (10-RET). The following elements are **Exceptions** to the 10-RET standards.
- Elements 1-10 – Facility Exterior. Not applicable, evaluated under 10-LGH.
 - Elements 11-14 – Public Areas Interior. Not applicable, evaluated under 10-LGH.
 - Elements 16-20 – Noise Level, Illumination, Ventilation/Climate Control, Ice/Vending, Drinking Fountain. Not applicable, evaluated under 10-LGH or not required of the Concessioner.

- Elements 22-25 – Fitting Rooms, Carts & Baskets, Produce Section, Checkout Area. Not applicable, evaluated under 10-LGH or not required of the Concessioner.
- Element 27 – Retail Office. Not applicable, no retail office.
- Elements 29-33 – Safety. Facility safety standards evaluated under 10-LGH.
- Elements 37-42 – Perishable Food Storage, Preparation, and Service Areas. The Concessioner is not required to provide Perishable Food Storage, Preparation, and Service Areas.
- Element 50 – ATM Machines. The Concessioner is not required to provide ATM Machines.
- Elements 51-52 – Park Orientation Material, Lost and Found. Not applicable, evaluated under 10-LGH.
- Element 55 – Authentic Native American and Other Handicrafts. The Concessioner is not required to provide Authentic Native American and Other Handicrafts.
- Element 58 – Employee and Local Resident Merchandise. The Concessioner is not required to provide Employee and Local Resident Merchandise.
- Element 59 – Alcohol. The Concessioner is prohibited from selling Alcohol.
- Element 60 – Internet /Wi-Fi Sales. The Concessioner is not required to provide Internet Sales.
- Element 63 – Perishable Item Condition. The Concessioner is not required to provide Perishable Item Condition.

5) Reporting Requirements

A) Concessioner Operational Reporting

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

B) Administrative Reporting

- (1) *Visitor Use Statistics (VUS) Report.* The Concessioner must submit by email, by the **4th day of each month**, a report stating the total guest count, average length of stay, percent occupancy, inventory available, average daily rate for the prior month, and total count of visitors attending special events. A template VUS report form will be provided by the GTNP Business Resources Office. Required information to be reported is subject to change.
- (2) *Franchise Fees.*
 - (a) For all months of operation, by the **15th of the month**, the Concessioner must submit to the GTNP Business Resources Office a Franchise Fee Report that documents the franchise fee payment due from the preceding month, even if the amount is zero. A template franchise fee report form will be provided by the GTNP Business Resources Office.
 - (b) All franchise fee payments due to the Services must be made through Pay.gov. The Concessioner may propose to the Service use of other acceptable electronic payment methods.
- (3) *Annual Financial Report ("AFR").* As required in Section 13(b) of the Contract, the Concessioner must provide an AFR not later than **one hundred twenty (120) days after the last day 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 <https://www.nps.gov/subjects/concessions/afr.htm>.

- (4) *Balance Sheet.* As required in Section 13(c) of the Contract, the Concessioner must provide a copy of its Balance Sheet **within 90 days** following the effective date of the Contract.
- (5) *Insurance.* As required in Section 11(b) of the Contract, initially, within 30 days of Contract effective date, and annually thereafter within 30 days of renewal or by **May 1**, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (6) *Personnel Listing.* Prior to each operating season, or **May 1**, whichever is earlier, and as changed, the Concessioner must provide the GTNP Business Resources Office with an up-to-date list of key supervisory personnel with job titles and office and emergency phone numbers. The Concessioner must promptly notify the Service of any change in key management personnel.
- (7) *Annual Performance Summary.* By the **Second Monday in November** the Concessioner must provide an annual summary of its monthly *Visitor Use Statistics (VUS) Reports*.

C) Incident Reporting.

- (1) In the case of an emergency, the Concessioner must call Teton Interagency Dispatch Center (TIDC) at 307-739-3301 (or 911). The Concessioner must immediately report to TIDC the following:
 - (a) Any incident or accident, including motor vehicle accidents or wildlife incidents, resulting in a fatality.
 - (b) Injuries and/or property damage that necessitate a medical, fire, and/or law enforcement response.
 - (c) All motor vehicle accidents regardless of the amount or extent of the damage.
 - (d) Other incidents that may affect Area resources (e.g., human-bat interaction, smoke and fires of any size, hazardous material spills) or known or suspected criminal violations of state or federal law.
- (2) A summary of the following must be reported within one week after the incident or receipt of violation notice to the GTNP Business Resources Office:
 - (a) Any incident or accident, including vessel, motor vehicle accidents, or wildlife incidents resulting in a fatality.
 - (b) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible; and
 - (c) Other incidents that may affect Area resources (e.g., human-bat interaction, fires, hazardous material spills) or known or suspected violations of state or federal law.

D) Human Illness Reporting.

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

6) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
Schedule of Operations	Annually	Fourth Monday in January
Rate Monitoring Plan	Initially and As Required	Initially within 60 days of the effective date of contract, and as updated.

Title	Schedule	Due Date
Rate Monitoring Information	Annually	Annually by December 15.
Entrance Pass Request	Annually	As requested
Special Events	As needed	At least 60 days in advance of event or event marketing, whichever comes first
Vehicle List	Annually	Fourth Monday in May
Firearm Policy	Initially	Initially within 60 days of the effective date of contract. Thereafter with any changes.
Customer Satisfaction Monitoring System	Initial and Annually	Initially within 30 days of the effective date of contract. Annually, if changes are made.
Customer Satisfaction Data	Monthly and Annually	Monthly by the 15 th day of the following month. Annually by the Second Monday in November
Visitor Use Report	Monthly	By the 4 th day of the following month
Employee Housing Agreement	Initial and Annually	Initially within 90 days of effective date of contract. Annually by May 1
Environmental Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Risk Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Visitor Acknowledgement of Risk	Initial and Annually	Initially within 60 days of the effective date of contract. Thereafter within 30 days of implementing any changes.
Franchise Fee Report and Payment	Monthly	By the 15 th day of the following month
Annual Financial Report	Annually	Not later than one hundred twenty (120) days after the last day of its fiscal year
Balance Sheet	Initially	Within 90 days of effective date of Contract
Insurance Certificates	Initial and Annually	Initially and within 30 days of renewal
Personnel Listing	Annually	First Monday in April
Annual Performance Summary	Annually	Second Monday in November
Incident Reporting	As required	As required
Human Illness Reporting	As required	As required

Title	Schedule	Due Date
Miscellaneous Reports and Data		The Director may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including by not limited to, operational performance.

Attachment 1 Maximum Bed Occupancy by Cabin

Asset Code	Cabin Name	Room	# of Bunks	# of Beds
84114	Climbers' Ranch Guest Cabin #1 (Hall)	Living Room 101	2	4
		Bedroom 103	1	2
84115	Climbers' Ranch Guest Cabin #2 (Small H.)	Living Room 101	3	6
		Bedroom 102	1	2
84209	Climbers' Ranch Guest Cabin #3 (Moseley)	Bedroom 101	2	4
83076	Climbers' Ranch Guest Cabin #4	Bedroom 101	5	10
84113	Climbers' Ranch Guest Cabin #5	Living Room 101	3	6
83394	Climbers' Ranch Guest Cabin #6	Living Room 101	3	6
83629	Climbers' Ranch Guest Cabin #7	North Bedroom 101	2	4
84046	Climbers' Ranch Guest Cabin (Ortenberger)*	Bedroom 102	3	6
		Bedroom 105	3	6
83380	Climbers' Ranch Cabin #10 (Field House)	Bedroom 101	2	4
84111	Climbers' Ranch Guest Cabin #11 (Dyke)	Bedroom 101	3	6
Total			37	74

*NOTE: Bunks may not be added to the southwest storage room.

Attachment 2 Example Visitor's Acknowledgement of Risks Form

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

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

[description of risks]

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

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

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

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

Signature

Date

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

Signature

Date