

EXHIBIT B

OPERATING PLAN

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1) Introduction

This Operating Plan between (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 Rocky Mountain 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) Definitions

The following terms are used in this Operating Plan:

Avalanche Education and Awareness. Courses designed to provide backcountry users with practical knowledge of avalanches, avalanche behavior, techniques used to travel safely in the backcountry, and how to conduct initial emergency actions in the event of a burial.

Non-Technical Mountaineering. Non-Technical Mountaineering is the act of climbing mountains, without using Technical Equipment, but may involve extreme conditions, such as long days, and a significant amount of time spent above tree line.

Technical Ice Climbing. A type of Technical Mountaineering which involves climbing on ice formations while using such aids as screws, pitons, carabiners, ropes, fixed or removable anchors, or other similar equipment.

Technical Equipment. Ropes, hardware, snow anchors, crampons, ice axes or any other equipment designed to protect a user from falling or slipping while engaged in a demanding outdoor activity such as climbing.

Technical Mountaineering. Technical Mountaineering is the act of climbing mountains using Technical Equipment and may involve extreme conditions. An example of the difference between Technical Mountaineering and the previous definition of Non-Technical Mountaineering is the ascent of Longs Peak using the Keyhole route. In the summer months, this route is generally defined as Non-Technical Mountaineering; however, during the rest of the year, this route is generally defined as Technical Mountaineering since ice axes and crampons are likely required at a minimum.

Technical Rescue Training. Teaching clients how to safely rescue others or self, using technical equipment.

Technical Rock Climbing. A type of Technical Mountaineering which involves climbing while using such aids as pitons, carabiners or snap links, chalk, ropes, fixed or removable anchors, or other similar equipment. Technical Rock Climbing also includes bouldering and free soloing (respectively low and high elevation climbing) without ropes.

3) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a general manager who:
 - (a) Has the authority and the managerial experience for operating all required and any authorized services, if applicable, within the Area;

- (b) Must lead and employ a staff with the expertise and training to operate all services offered under this Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area, and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) Rocky Mountain National Park

The Superintendent of Rocky Mountain National Park is the Area manager with responsibility for all Service operations, including concessions operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Concessions Management Office, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services.
- (2) Review and approval of the following:
 - (a) Rate methods used in providing commercial services,
 - (b) Changes to services, and
 - (c) All reporting requirements.
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

4) General Operating Standards and Requirements

A) Schedule of Operation

- (1) The Concessioner must provide the required services as established in the table below.

Required Services	Operating Season
Instruction and Guide Services in Technical Rock Climbing or Ice Climbing	Year-round

- (2) Minimum Annual Use. See Section 5(B)(2)(b).
- (3) If the Concessioner chooses to provide Authorized services, **within 60 days** of the Contract effective date and annually by **April 1**, the Concessioner must submit to the Service for its review and approval or disapproval, a written schedule of its proposed operating season for the upcoming year.
- (4) Service Closures.
 - (a) General closures. The Service will provide reasonable notice and public notification of changes in the Area’s operating hours, periods of closure, or changes to specific services, areas, or activities. Weather, maintenance needs, budgetary decisions, wildlife activity, and emergencies may cause specific dates or hours of operations or access to locations to fluctuate.
 - (b) Seasonal closures. The Service will communicate seasonal closures during raptor breeding season which occurs from February 15th-July 31st, during which time the Concessioner will be prohibited from using all areas and routes adjacent to certain rock formations, listed in Section 1.5(a)(1)(xi) of the Area’s Superintendent’s Compendium, which may be updated throughout the term of the Contract. While these routes and areas are closed, access trails near these features may remain open for hikers and climbers utilizing open features unless human activity on the trails impacts breeding activity and requires further closure. The Concessioner is required to check the list in the Superintendent’s Compendium located at https://www.nps.gov/romo/learn/management/rmnp_compendium.htm.

B) Rate Determination and Approval Process

- (1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract, including (without limitation) the Section's requirements regarding approval by the Service of the rates and charges set. 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 services provided by the private sector. The Service determines reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change. Rates and charges under this Contract must be determined, unless the Service specifies a different rate determination, using the methodologies set out below and as defined in the Concession Management Rate Administration Guide 2017 ("Rate Administration Guide") as it may be amended, supplemented, or superseded throughout the term of this Contract. A copy of the Rate Administration Guide is located at <https://www.nps.gov/subjects/concessions/rate-administration.htm>.
- (2) Rate Methods. The Concessioner must set or submit all rate requests in accordance with the NPS Rate Administration Guide. The currently approved rate method for all required and authorized services is Competitive Market Declaration (CMD).
- (3) Rate Approval.
 - (a) Rate Review of CMD Rates. 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 Administration 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. Furthermore, the Service will annually review the CMD method of rate approval to ensure that significant changes have not occurred in the marketplace necessitating use of another rate approval method. The Superintendent may rescind the use of CMD with 30 days advanced notice if he/she determines that the competitive situation has changed.
 - (b) Initial Rate Notice. The Concessioner must submit its initial rates in writing **within 60 days** of the Contract effective date.
 - (c) Annual Rate Notification. The Concessioner must annually submit **by April 1** notification of its rates for services approved under the CMD rate method.
 - (d) Approved Rate Posting. The Concessioner must make approved rates for services available to visitors.
 - (e) Rate Compliance. The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website. The Concessioner may adjust rates without the specific approval of the Superintendent, but rates are subject to review to ensure they remain reasonable in comparison to similar services.
- (4) Reduced Rates and Discounts
 - (a) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors", with written approval of the Superintendent. In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what services the discount would apply, and what identification the customer would be required to show to receive the discount.
 - (b) The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

C) 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.
- (4) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees, or others.

D) Evaluations

- (1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, 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 standards 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 NPS Concession Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities, or 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 will be considered in determining the Concessioner's rating.
 - (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 on which it will be evaluated, and to contact the Area Concessions Management Office with any questions concerning the evaluation standards. The Service will evaluate the required services and authorized services by using the standards located on the NPS Commercial Services website at: <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation.
 - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual Environmental Management Program (EMP) Evaluation (see paragraph (3)(e) below).
 - (c) Safety Inspections.
 - An "inspection" is defined as a documented examination of all equipment, visitor activities and work processes to determine compliance with established safety and occupational health regulations. The Concessioner must perform periodic safety inspections in accordance with its documented Risk Management Program (RMP). The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
 - The Service determines and provides the Concessioner with a risk management rating based on the Concessioner's documented Risk Management Program (RMP) on an annual basis. This rating is incorporated into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession Facilities.

- (d) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
- (3) Annual Overall Rating. The Service will determine and provide the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.
 - (a) Administrative Compliance Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance, as required in Exhibit D.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers individual periodic operational evaluations.
 - (c) Public Health Program Evaluation. A representative of the Service's Office of Public Health may conduct periodic evaluations of the Concessioner's food operations. These evaluations will be conducted in accordance the U.S. Food and Drug Administration Food Code and the Centers for Disease Control and Prevention.
 - (d) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive evaluation of the Concessioner's 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 report.
 - (e) Environmental Management Program Evaluation Report. 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 EMP, whether documented or undocumented. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

E) General Policies

- (1) Entrance Fees
 - (a) Clients entering the park with or without a guide must pay applicable entrance fees or have a valid park pass.
 - (b) Guides on Concessioner business must identify themselves at Park entrance stations and present their park-provided guide card and driver's license for entrances fees to be waived.
 - (c) Guides entering the park to recreate personally must have a valid entrance pass or pay the applicable entrance fee.
 - (d) Guides not complying with appropriate entrance fee requirements may be subject to prosecution for fee fraud.
- (2) Managed Access/Timed Entry System with a Service Reservation. Clients participating in guided trips do not need a timed-entry reservation, regardless of whether timed-entry reservations are being required for the Area. This policy is subject to change.
- (3) Parking. Carpooling is highly recommended due to limited parking, especially at Hidden Valley and Bear Lake. Concessioner must make all reasonable efforts to limit the number of parking spots used to 2-3 spaces per group of 12.
- (4) Reservations, Deposits, Refunds, and Cancellations.
 - (a) The Concessioner must, at minimum, offer online information regarding reservations.
 - (b) Deposits and Refunds.

- Deposits. The Concessioner may require a deposit as a condition for issuing a confirmed reservation. If implemented, the Concessioner must state the conditions under which deposits will be refunded and/or cancellation fees will be charged. The Concessioner must inform the visitor of the method needed to cancel a reservation, the amount of advance notice to receive a refund, and the amount of a cancellation fee, if any, that may apply.
 - Refunds. The Concessioner must clearly disclose refund policies regarding rates and deposits at the time of reservation. Refunds will be processed within one month of cancellation.
 - The Concessioner must post deposit, cancellation, and refund policies prominently on its website and in reservation confirmation emails.
 - The Concessioner must submit its cancellation policy, deposit requirement, and any proposed administrative fees, as part of its annual rate notification. Policies are subject to monitoring as part of the annual review of the CMD rate method.
- (c) Third-Party Reservation/Booking Services.
- Third party companies and intermediaries selling services on the Concessioner's behalf must sell those services at the Concessioner posted rates. If third parties or intermediaries offer additional services, such as travel planning or packaging activities, those fees must be charged separately from the Concessioner posted rates. Booking agents must identify the authorized Concessioner as the provider of services.
 - Booking agents must identify the Concessioner as the provider of any tour within Area boundaries. The Concessioner is responsible for and must honor arrangements made by its booking agent.
- (5) Payment. The Concessioner must accept cash, check, money order, and major credit cards.
- (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 Colorado public roads and must be operated in a manner that minimizes impact to road surfaces. Concessioner-owned vehicles must be discreetly identified with the company name and logo. All vehicle signage must be professionally printed and not handwritten with lettering no larger than three- and one-half inches in height.
- (7) Firearms. The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its clients. The Concessioner should consult Area law enforcement and the state Office of the Attorney General regarding state firearms laws. Concession employees must not possess firearms while on duty. The Superintendent may use discretion to 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. **Within 60 days** following the Contract effective date, the Concessioner must develop and provide to the Service its policy concerning firearms.
- (8) Lost and Found. The Concessioner must turn all found items into the Area visitor center within 24 hours of the item being found or as soon as possible. The Concessioner will direct visitors to the Area visitor center if a visitor has lost an item.
- (9) Exculpatory Agreements
- (a) The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL) and indemnification clauses.
 - (b) Higher risk services under this Contract are the following: All required and authorized services with the exception of transportation.
 - (c) Exculpatory agreements:

- Must comply with applicable state and federal law and NPS policy;
- Must not waive liability or preclude claims against or require indemnifying the Concessioner for 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/Lessee’s exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with NPS policy and Applicable Law. However, the Service reserves the right to review the Concessioner’s/Lessee’s exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract/Lease and require any revisions to ensure all the requirements of NPS policy are met. The NPS also reserves the right to require changes to Concessioner’s/Lessee’s exculpatory agreements or, to the extent permitted by law, revoke the Concessioner’s/Lessee’s allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner’s/Lessee’s exculpatory agreement is policy-compliant does not convey the NPS’s view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

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) Wilderness. The Concessioner provides required and authorized services in designated wilderness.
 - (a) The Concessioner must provide information to guides about rules and regulations regarding operating within wilderness. The Concessioner and its guides must be knowledgeable about the Wilderness Act and must communicate with clients about the special qualities and additional levels of protection of wilderness and how those differ from other backcountry areas. Guides must promote an atmosphere of stewardship and appreciation among clients for wilderness and wilderness values as part of the climbing experience.
 - (b) The Concessioner must conduct services according to Leave No Trace principles or equivalent.
 - (c) The Concessioner must travel on established trails to climbing routes and make every effort to avoid trampling vegetation and creating additional social trails in and around climbing routes.
 - (d) Guides must understand, practice, and educate clients on park regulations and policy, including those specific to climbing such as fixed anchor placement.
 - (e) To prevent heavy use and user conflict in any particular climbing area, the Service encourages communication between the Concessioner and other Concessioners on scheduled use of Area climbing routes and mountaineering areas.
- (3) Wildlife.
 - (a) Bear management is a critical resource management issue in the Area. The Concessioner must ensure all potential food rewards (food, garbage, toiletries, or any other bear attractants) are properly secured in bear resistant containers when not in the immediate

reach of the guide or clients. The Concessioner must educate clients and employees in practices that do not endanger themselves or bears and promptly notify the Service of all instances of bears frequenting camp areas, bear-related property damage, bear-human conflict, and injury. Guides must be trained in proper food storage techniques and all guides and clients must follow park food storage regulations. Food storage containers must meet bear-resistant requirements and be vermin-proof.

- (b) Feeding wildlife within the Area is prohibited. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife.
 - (c) In winter, wildlife is subject to increased stress due to severe weather conditions and less food availability; therefore, guides must ensure clients keep their distance and try not to displace animals.
 - (d) Guides must have groups wait for wildlife to move through an area before proceeding or must reroute the group to avoid conflict.
- (4) Noise.
- (a) All guides working within the Area must be aware of and follow the best practices of noise mitigation. The value of natural soundscapes must be considered in all activities which involve 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 Identification. The Concessioner is required to have employees wear a nametag while working in the Area.
- (3) Employee Conduct. The Concessioner must develop a quality control program to ensure employees provide high levels of visitor service in a manner consistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take actions as appropriate to fully correct an employee's deficiency, misconduct, or disregard for applicable policies or standards.
- (4) Employee Hiring Procedures
 - (a) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory visitor services.
 - The Concessioner must meet all applicable U.S. Department of Labor requirements.
 - The Concessioner must use hiring policies that include application, reference checks, interviews, evaluation, and selection by senior management.
 - Guides. Guides may not be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance and Workers Compensation policies. Allowing a guide who is not an employee to bring clients to climb under the Concessioner's Contract is not acceptable and may be deemed a breach of the Contract.
 - (b) Drug-Free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who are in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
 - (c) Background Checks. The Concessioner must ensure 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 Service. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (d) Driver Requirements. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Colorado requirements for the type of vehicle driven or number of passengers carried.
- (e) Service Employees. The Concessioner must not employ in any status Service employees, their spouses or minor children when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval of concessioner employment of Service employees or family members, including spouses or dependent children, must be in writing and must indicate the nature of the duties of the NPS employee and that of the family member, as well as the proposed compensation for the family member. The Concessioner must not employ any Service employee family member unless written approval is provided by the Service.
- (f) Service Investigations. The Concessioner must promptly respond to law enforcement officer requests, for the purposes of criminal investigation, employee information such as: full name, telephone number, location working in the Area, current position, supervisor's name and contact information.
- (5) Training. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (a) Safety and Risk Management. The Concessioner must provide safety training to all employees according to the training requirements in its RMP.
- (b) Environmental Management. The Concessioner must provide environmental training to all managers and staff with environmental management responsibilities.
- (c) Orientation.
- Service-Provided. All new concession employees providing guided rock or ice climbing and mountaineering services in the Area must attend Guide Orientation Training provided by the Service. It is recommended that all guides attend this Guide Orientation Training. The Service will coordinate the dates/time for this training with the Concessioner.
 - Concessioner-Provided. The Concessioner must provide orientation and training for each employee. The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area, including potential safety hazards and their mitigation. The Concessioner must orient its employees to the primary visitor facilities and basic facts regarding the principal natural and cultural resources of the Area. The Concessioner will provide all employees, including mid-season hires, with educational materials specific to Hantavirus, Bubonic Plague, rabies, and Rocky Mountain Spotted Fever.
- (d) Specific Job Training. The Concessioner must ensure its employees each have the knowledge and skills necessary to perform their specific job or assignment by providing appropriate training, including:
- Park Information Training. The Concessioner must provide park educational training for all guides. This training should include park regulations, history, cultural information, wildlife, flora, and geology. Concession employees are encouraged to participate in park-provided interpretative programs.

- Leave No Trace. The Concessioner must maintain a minimum of one (1) employee trained as a Leave No Trace Level 2 Instructor. The Concessioner must ensure all guides are trained in Leave No Trace principles.
 - Wildlife Safety. 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.
 - Emergency Medical Training. All guides must have a current Wilderness First Responder certification, or equivalent, and current Adult/Child CPR certification. The required certifications must be kept on file at the Concessioner's office and must be produced upon request by the Service. **By January 1st or before the first trip of each year**, the Concessioner must submit a list of guides and the expiration dates of their certifications to the Concessions Management Office and update the list as needed.
 - Emergency Reporting. The Concessioner must train all its employees in proper emergency reporting procedures, including how to seek emergency services in backcountry areas. The Service recommends the Concessioner allow employees to attend additional emergency medical training if necessary.
 - Guide Climbing Experience. All guides must have climbing experience in terrain that is more difficult than their guiding assignments.
 - Avalanche Training. All guides operating in potential avalanche terrain and/or instructing avalanche courses must be certified to, at least, U.S. Level 2 Avalanche Certification through AIARE or American Avalanche Institute (AAI), or equivalent.
 - Customer Service. The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
 - Wilderness Training. Guides must be trained and knowledgeable in the Wilderness Act and wilderness values, and the park areas within designated wilderness.
- (6) Volunteer Programs. 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 <https://www.nps.gov/subjects/volunteer/index.htm>.
- (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.

H) Risk Management Plan

- (1) The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP). A sample is available on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>
- (2) The Concessioner must submit its initial RMP to the Service within **60 days** of the Contract effective date and annually thereafter by **December 1**. The Concessioner must update its RMP, as necessary, to comply with Applicable Laws.

I) Public Relations and Providing Area Information

The Concessioner and its employees must be able to accurately inform and educate the public on many topics throughout all phases of their operations. This will include, but is not limited to, answering visitor questions and targeted marketing.

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

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The

Concessioner is responsible for conducting these operations in a satisfactory manner. Rates are approved by the Service. Please address comments to:

Superintendent
Rocky Mountain National Park
1000 US Highway 36
Estes Park, CO 80517

- (2) Area Knowledge. Employees must demonstrate their knowledge of Area resources to communicate with visitors. At minimum, Area knowledge must include the basic layout of the Area, locations of each Visitor Center, typical driving time between Area locations, most popular hiking and stock trails, and general warnings and restrictions intended to ensure visitor safety, such as those related to dehydration, hypothermia, hyperthermia, water dangers, altitude sickness and wildlife interactions.
- (3) Advertisements and Promotional Material. The Concessioner may use a variety of marketing tools to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e., brochures, newspaper, etc.).
 - (a) Approval. The Service must approve all promotional material and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Area Concessions Management 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.
 - (b) Display and Distribution. Promotional material distributed within the Area is restricted to services within the Area unless the Superintendent approves exceptions in writing. The Concessioner may display materials promoting its visitor services at locations within Area visitor centers and campgrounds and on internet web sites as approved by the Superintendent.
 - (c) Authorization. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Rocky Mountain National Park unless the Mark is utilized (see Use of the National Park Service Authorized Concessioner Mark (Mark) below).
 - (d) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.
 - (e) Online Advertising. The Concessioner may maintain an internet website, which includes, at a minimum, a description of its visitor services, rates, policies, and a link to the National Park Service website. If used, the Concessioner must monitor its social media pages and immediately remove offensive content or inappropriate activities.
 - (f) Media/ Video Advertising. Promotional material requiring still photography and/or video in the Area, under certain circumstances, may be considered commercial in nature and subject to a separate permit. Contact the Concessions Management Office prior to engaging.
- (4) Use of the National Park Service Authorized Concessioner Mark (Mark)
 - (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
 - (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Rating (AOR) to use the Mark following the first year of the Contract.
 - (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs

designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

- (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
 - (e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available at <https://www.nps.gov/subjects/concessions/acm.htm>.
 - (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.
- (5) 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. This includes all media interviews. However, media interviews to report on Concessioner operations may be done with a courtesy notification to the Service.

J) Visitor Satisfaction and Monitoring.

- (1) The Concessioner must investigate and make an initial response to any complaint within 48 hours. The Concessioner must provide the Service with a copy of its responses. The Service provides copies of its responses, if any, to the Concessioner.
- (2) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
- (3) The Concessioner must submit a summary of guest satisfaction by **December 15** of each year.

K) Law Enforcement, Fire Protection, and Emergency Services

- (1) Concessioner Responsibility.
 - (a) Authority. Concessioner-employed 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.
 - (b) Reporting Criminal Violations. The Concessioner must immediately report all suspected and known criminal violations to the Service or by calling 911.
- (2) Service Responsibility. The Service has jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and wildland and structural fire. The Service provides resource, employee and visitor protection and will conduct law enforcement.

5) Specific Operating Standards and Requirements

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 they meet quality standards. The Concessioner must comply with the Service standards and the following requirements. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the NPS Commercial Services website

<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>

A) Required, Authorized, and Prohibited Visitor Services

- (1) Required Visitor Services. Instruction and Guide Services in Technical Rock Climbing or Ice Climbing
- (2) Authorized Visitor Services. Avalanche Training, Technical Rescue Training, Instruction and Guide Services in Non-Technical Mountaineering, and Transportation Related to Required and Authorized Services
- (3) Prohibited Visitor Services.

- (a) Guided hiking and overnight backpacking not in conjunction with a required or authorized service.
 - (b) Guided cross-country skiing and snowshoeing not in conjunction with a required or authorized service.
 - (c) Activities such as photography, plant and animal identification, and fishing may be included while providing a required or authorized service but must be incidental to the climb.
- (4) Standards. The Service will evaluate the required services and authorized services by using the Mountaineering Standards (10-MOU) located on the NPS Commercial Services website https://www.nps.gov/subjects/concessions/upload/Mountaineering_Standards.pdf

B) Instruction and Guide Services in Technical Rock Climbing or Ice Climbing (Required Service)

- (1) A wilderness/backcountry use permit or bivouac permit is required for all trips that have an overnight stay. Instructions for obtaining a permit are in Attachment 2.
- (2) Client to Guide Ratio. The Service-approved ratios provided in the chart below vary based on the degree of climb difficulty.

Climb	Number of Guides	Number of Clients
Simple Technical Skills	1	6
Single Pitch	1	5
Multi-Pitch	1	3 or 2, depending on route difficulty
Alpine Days	1	3 or 2, depending on route difficulty

- (3) Group Size. Maximum group size is 12, not including guides. Any overnight stay requiring a wilderness/backcountry permit has a maximum group size of 12, including guides.
- (4) Annual Minimum Use. The Concessioner must operate a minimum of five (5) Technical Rock Climbing or Ice Climbing trips each calendar year. Guided trips and training courses classified as authorized services do not count toward the required minimum number of trips.
 - (a) If the Concessioner does not meet the annual minimum trip requirement, the Service may adjust the Annual Overall Rating Report score to less than satisfactory for that calendar year.
 - (b) At the end of that same calendar year, the Service will request a plan from the Concessioner describing how the Concessioner will meet the annual minimum trip requirement the next calendar year.
 - (c) If the Concessioner does not meet the annual minimum trip requirement for two (2) consecutive calendar years, the Service may terminate operations under the Contract.

C) Routes and Allocations

There are no routes or trail allocations assigned to the Concessioner.

D) Equipment and Safety.

- (1) Guides are required to practice and promote clean climbing techniques, which include the use of removable equipment such as chocks and camming devices that do not deface the rock. Chalk use must be minimal, and neutral-colored chalk is encouraged. All equipment must be removed each day at the end of the climb.
- (2) The caching of climbing gear is prohibited.
- (3) Anchors. If the Concessioner determines the need for anchor placement or replacement, this must comply with all wilderness regulations.
- (4) Equipment maintenance and inspection.
 - (a) The Concessioner must maintain all equipment at a level that meets or exceeds industry standards.
 - (b) The Concessioner must conduct and document a complete review of all equipment at the beginning and end of each season.

- (c) Guides must inspect equipment at the beginning of each guided activity and must replace any worn or defective equipment as soon as out-of-the-ordinary wear or a defect is recognized. Guides must inspect equipment periodically throughout the activity.
- (d) The Concessioner must designate an equipment manager with overall responsibility for equipment care and replacement.
- (e) The Concessioner must prescribe detailed inspection and repair/replacement procedures for each type of equipment used and communicate these to guides and staff.
- (5) Helmets. The Concessioner must provide climbing helmets for guides and clients, and helmets must be worn during all climbs and instructions. Helmets must be clean, maintained per manufacturer's specifications, and available in all sizes. Helmets must be sanitized after each use.
- (6) Communication. All guides must carry cell phones on all guided activities. Cell phone coverage in the park is limited, and it is strongly encouraged that guides carry an additional reliable emergency communication device which could include a GPS locator beacon, satellite messenger, or satellite phone.
- (7) Guides must carry a medical kit suitable to their training certification and appropriate for backcountry/mountaineering emergencies and conditions.
- (8) All guides must carry a laminated card listing emergency contact names and numbers and instruct clients where the card is located in the event the guide is incapacitated.
- (9) For services provided in winter seasons, guides must carry the following additional gear: an avalanche transceiver, a shovel, a bivouac sack or guide tarp, a closed cell foam pad or equivalent, fire-starting equipment, and probe.
- (10) Pre-Trip Orientation. The Concessioner must provide clients a pre-trip orientation before each trip begins, which includes standard information, including safety and instructions. The basic orientation information must be available in writing, upon request. The guide(s) must reinforce such messages throughout the trip.
- (11) All trips must include education of park resources, including park history, wilderness and wilderness values, wildlife and other natural resources, cultural resources, and Leave No Trace topics. Guides must know and communicate to clients applicable park regulations and policies relating to backcountry management. Additional suggested topics include climbing history, Area regional geology, and natural and cultural history.
- (12) Public Health, Sanitation and Environmental Best Practices.
 - (a) All food service and sanitary procedures must comply with U.S. Public Health Standards and are subject to inspections.
 - (b) Water provided for clients must be treated. The Concessioner must advise clients about the risks of drinking untreated water and inform clients about methods of water purification.
 - (c) The Concessioner must pack out all litter and refuse.
 - (d) In areas where toilet facilities are not available, guides must educate clients on proper backcountry sanitation procedures:
 - The Concessioner must provide guides and clients with Restop 2 bags, or equivalent, for solid human waste disposal. The Concessioner must educate guides and guests on how to properly use and dispose of the bags. Waste bags shall not be disposed of in vault toilets. The cost of providing waste bags is the responsibility of the Concessioner.
 - Guides and clients must urinate in rocky areas at least 200 feet from any water source; and
 - Guides and guests must pack out and appropriately dispose of all solid waste, including human solid waste bags, toilet paper, tampons, sanitary napkins, and diapers.

E) Authorized Services

All requirements of the Required Service Instruction and Guide Services in Technical Rock Climbing or Ice Climbing apply to authorized services.

- (1) Avalanche Training Courses. The Concessioner may, but is not required to, provide all levels of in-field avalanche education courses as defined in Section 2) Definitions. Specific training requirements apply to guides performing avalanche training courses. Refer to section 4 (G)(5)(c) for more information.
- (2) Technical Rescue Training. The Concessioner may, but is not required to, provide in-field training that teaches clients how to safely self-rescue and/or rescue others using technical equipment.
- (3) Instruction and Guide Services in Non-Technical Mountaineering. The Concessioner is allowed to provide Non-Technical Mountaineering trips as defined in Section 2) Definitions.
- (4) Transportation. To minimize parking congestion at trailheads, the Concessioner may, but is not required to, provide transportation of its guides and clients when providing required and authorized services.

6) Reporting Requirements

The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. In addition to the reports set forth in Sections 14 and 15 of the Contract, the Service requires the following reports to monitor Concessioner activities, understand visitor use, and detect trends. 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.

A) Administrative Reporting

- (1) 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.
- (2) Concessioner Financial Reporting. In addition to the Annual Financial Report (AFR) required by the Contract, the Concessioner must provide Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov, or as otherwise dictated by the Service. The franchise fee is due on a quarterly basis within 15 days after the last day of each quarter the Concessioner operates. (January, April, August, October)
- (3) Insurance Certificates. At the minimum, 14 days prior to commencing operations and annually thereafter by **April 1** or on the policy renewal date, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (4) Management Listing. **Within 60 days** of the Contract effective date, the Concessioner must provide the Service with a list of key staff, including office and emergency phone numbers. The Concessioner must provide the Service with updates to its key-staff as they occur.
- (5) Guides List. Prior to each operating season, the Concessioner must submit a list of guides and the expiration dates of their certifications to the Concessions Management Office and update the list as needed (See Section 4(G)(6))
- (6) Operational Performance Report. The Concessioner must provide a quarterly operational performance report to the Service by the **15th of January, April, August, and October** for the previous quarter. The Concessioner must present the data electronically in a concise spreadsheet. The report must include operational, climbing use, visitor use statistics and financial information for each activity noted below. A sample Concessioner Quarterly Climbing Use Report format can be found in Attachment 3 to this Operating Plan. Reports must be returned by email to ROMO_FEES_PERMITS@nps.gov.
 - (a) Date of trip
 - (b) Type of Trip or Course
 - (c) Location of Trip or Course
 - (d) Number of Clients

- (e) Revenue for Each Trip
- (f) Total Revenue per Quarter

B) Incident Reporting

- (1) The Concessioner must immediately report to an Area Law Enforcement Ranger or Park Dispatch at 970-586-1203, or by calling 911, the following incidents or events:
 - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300.
 - (b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or known suspected violations of state or federal law.
 - (c) Any motor vehicle accident resulting in property damage, personal injury or death.
- (2) The Concessioner must document all incidents using the Incident Report Form and notify the Concessions Management Office of incidents as soon as possible, but no later than 24 hours after the incident. All incident documentation must be turned into the Concessions Management Office quarterly, by the **15th of January, April, July, October**, and the annual summary report is due **April 1**. A sample report can be found in Attachment 4 to this Operating Plan. Reports must be submitted by email to ROMO_FEES_PERMITS@nps.gov.

C) Human Illness Reporting

Any suspected outbreak of human illness, whether employees or visitors, must be reported to the Superintendent immediately. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food.

D) Summary of Initial and Recurring Due Dates

The following tables summarize reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

Notification, Report or Plan	Schedule	Due Date
Annual Operating Season for Authorized Services	Initial and Annual	Within 60 days following the contract effective date and annually thereafter by April 1
Initial Rate Notice	Initial	Within 60 days following the contract effective date
Annual Rate Notification	Annual	By April 1
Summary of Visitor Comments	Annual	December 15
Lost and Found	Upon Occurrence	Notification within 24 hours of item found
Firearms policy	Initial and as updated	Within 60 days of the Contract effective date.
Management Listing	Initial and as updated	Within 60 days of the Contract effective date and when updated

List of Guides and Certifications with Expiration Dates	Annual and when updated	By January 1 st or before the first trip of each year
Advertisements and Promotional Material	As required	At least 30 days prior to publication, distribution, broadcast, etc.
Risk Management Plan	Initial and annual	Within 60 days of the Contract effective date and annually thereafter by December 1.
Incident Reports	Quarterly	By the 15th of January, April, August, and October
Incident Report Annual Summary	Annual	By April 1
Operational Performance Report	Quarterly	By the 15th of January, April, August, and October
Annual Financial Report (AFR)	Annual	Within 90 days after the last day of the Concessioner's fiscal year
Franchise Fee Payments	Quarterly	By the 15th of January, April, August, and October
Insurance Certificates	Initial and as updated	14 days prior to commencing operations and annually by April 1 or on policy renewal date

7) Attachment 1: Special Park Conditions for Wilderness Permits

- (1) All overnight stays must take place in an approved wilderness campsite or bivouac site; the approved site(s) will be listed on the permit by the Area wilderness office. Use of the wilderness shall be on a first-come, first-served basis and may be limited or denied by the Superintendent if it becomes competitive with or excludes the public. Camping in undesignated areas is prohibited.
- (2) For general permit information and reservations, visit the park website at <https://www.nps.gov/romo/planyourvisit/wilderness-overnight-backpacking.htm#11/40.3455/-105.6061>. A reservation fee applies and is subject to change. The Concessioner must make the reservations. The permits are issued in the Concessioner's name. Reservations must only be made when a client has booked a climb.
- (3) A "trip" is defined as a party of up to 12 persons staying in the backcountry/wilderness for up to 7 consecutive nights.
- (4) All trips will be required to abide by the requirements and conditions of the wilderness permit, which also functions as the wilderness campsite reservation.
- (5) Reservations for wilderness permits will be made through <https://www.recreation.gov/>. All reservations for commercial trips will be reserved under a commercial account with a Rocky Mountain National Park profile.
- (6) The Concessioner must email the following information to the Concessions Management Office: Concessioner name, contact person for reservations, designated email address (general one for wilderness permits), and phone number for the commercial account.
- (7) Wilderness site reservations may be made through Recreation.gov after March 1st through the commercial account. If reserving a bivouac site, contact the Area wilderness office at 970-586-1242.
- (8) Reservations may be made for designated wilderness campsites through the Area wilderness office prior to March 1st under the following specific conditions:
 - (a) Reservations are for the current calendar year.
 - (b) The Concessioner must complete the Advance Trip Itinerary spreadsheet. Contact the Concessions Management Office for this spreadsheet.
 - (c) For pre-booked trips, the Concessioner is limited to 12-nights each year at the following groups sites: Boulder Brook Group, Finch Lake Group, Sandbeach Lake Group, Thunder Lake Group, and Gray Jay Group to spread the use to other group sites. The Concessions Management Office will review the trip reservations prior to submitting to the Area wilderness office.
 - (d) Reservation requests must be emailed in advance to the ROMO_fees_permits@nps.gov by February 20th each year. Subject Line: Year- Concessioner-Wilderness Permits. Ex. Subject Line: YEAR(20XX)- Sunshine, Inc.-Wilderness Permits
 - (e) Use the form provided by the Concessions Management Office to submit trips.
 - (f) If the Concessions Management Office does not receive the reservation requests by February 20th, the reservation requests will not be booked.
 - (g) Trip itineraries will be forwarded to the Area wilderness office and the Concessioner's name will be entered into a random draw in the last week of February for the order that the reservations are booked.
 - (h) The Area wilderness office will reach out to the designated point of contact to review and reserve the trips during the weekdays prior to March 1st.
 - (i) Wilderness sites are subject to availability, administrative closures, and use limits.
- (9) Reservations for trips that will not be used must be canceled a minimum of 7-days in advance of the first day of the trip. If reservations have not been cancelled within the 7-days, it will constitute a No-Show.
- (10) If the Concessioner has more than 10 trip cancellations in a single season it may lose the option to pre-book the next season.

- (11) Reserved permits not picked up by 10 a.m. the first day of the trip (from May through October) will be canceled and will be considered a No-Show unless the Concessioner contacts the Area wilderness office with additional instructions.
- (12) If the Concessioner has more than 2 No-Shows in a single season, it will not be permitted to pre-book the following year.
- (13) The Concessioner must take the reservation confirmation to the Area wilderness office to obtain the physical site permit and must verify the trip leader and guides on the wilderness permit.
- (14) Contact the Area wilderness office at (970) 586-1242 for all information related to wilderness camping in the Area.
- (15) Trips shall be subject to the normal administrative charges related to wilderness permits.
- (16) Checkout time from campsites is noon.

9) Attachment 3: Example Incident Report

ROCKY MOUNTAIN NATIONAL PARK
INCIDENT REPORT FORM

Concessioner Guide

Date Time am / pm

Location Route

Client's Name

Details of Incident

Details of Injury

Was the park contacted? Yes / No

What caused the accident (if known)

Further Comments

Who filled out the form and contact number: