

EXHIBIT B

OPERATING PLAN

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I. 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 utilized 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 of the Area and revised as determined necessary by the Superintendent. 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.

1) **Management Responsibilities**

A) Concessioner

The Concessioner must employ a general manager who has the authority and the managerial experience for operating the required and authorized services within the Area and who has the responsibility for implementing the policies and directives of the Service. The Concessioner must employ a staff with the expertise and training to operate all services authorized under the Contract.

B) Grand Teton National Park

The Superintendent 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. The Business Resources Division Staff is the liaison between the Concessioner and all other park divisions. All rates, advertising, operating dates and hours must be reviewed by the Business Resources Division and approved by the Superintendent.

2) **General Operating Standards and Requirements**

A) Schedule of Operation

The minimum operating season is January through March. The Concessioner must annually submit a written schedule of proposed operating dates 90 days prior to proposed start date. Beginning and ending dates may vary from year to year depending on snow conditions.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service approves rates for cross-country ski and snowshoe touring services based on Direct Comparability as described in the current Service Rate Approval Guidelines. Rate approval methods are subject to change.
- (2) *Request Submittal.* The Concessioner must submit requests for rate changes in writing at least 30 days prior to the anticipated implementation date, brochure publication, and customer notification. The current Service Rate Approval Guidelines outline the information that must be included in the request.
- (3) *Rate Approval*
 - (a) Approval Timing. The Service approves, disapproves, or adjusts rates and informs the Concessioner within 30 days of receiving the rate request submittal. If a longer response period is needed, the Service informs the Concessioner of the altered response date.
 - (b) Approved Rate Posting. The Concessioner must prominently post all rates for services provided to visitors.
- (4) *Rate Compliance.* The Service checks rate compliance during periodic operation evaluations and throughout the season. Approved rates remain in effect until superseded by written changes approved by the Service.

C) Evaluations and Inspections

The Concessioner must ensure the protection of resources, compliance with public health and risk management requirements, and provide satisfactory services for Area visitors. The Service's evaluation of required and authorized services is a component of the Concessioner's annual overall rating.

- (1) *Periodic Evaluations.* The Service conducts both announced and unannounced periodic evaluations of Concession services to ensure conformance to operational standards.
- (2) *Annual Overall Rating.* The Concessioner receives an annual performance evaluation for the preceding calendar year. If requested, the Service meets with the Concessioner to discuss the annual evaluation.
- (3) *Risk Management.* The Service determines and provides the Concessioner with a risk management rating based on the Concessioner's documented Risk Management Program on an annual basis. This rating is incorporated into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession services.
- (4) *Visitor Comments.* The Service reviews visitor comments and complaints on Concessioner services and associated responses. These may be incorporated into the Annual Overall Rating.
- (5) *Environmental Audit.* The Service may conduct environmental audits and periodic evaluations. The Service's environmental audits evaluate Concessioner operations with respect to environmental compliance and Best Management Practices Criteria contained within the current Service Environmental Audit Program Operating Guide.
- (6) *Other.* A representative of the NPS Public Health Program may conduct periodic evaluations.

D) General Policies

- (1) *Lost and Found.* If a client loses an item the Concessioner must refer the client to a visitor center to make a report. If the Concessioner or client finds an item the item must be turned over to a visitor center as soon as possible to be further processed by the Service.
- (2) *Entrance Fees*
 - (a) Guides on Concessioner business must identify themselves at Area entrance stations and their entrance fees are waived.
 - (b) Guides entering the Area to recreate personally must pay applicable entrance fees.
 - (c) Clients entering the Area (with or without a guide) must pay applicable entrance fees.
- (3) *Resource Protection*
 - (a) The Concessioner must provide information to employees and guests about rules and regulations regarding resource protection, including all applicable wildlife closures. Routine business operations, educational activities and employee programs must be conducted in accordance with all applicable environmental laws and in a manner that minimizes negative impacts on the environment and wildlife.
 - (b) Bear management is a critical resource management issue in the Area, affecting the operations of all concessioners. The Concessioner must make every effort to prevent bears from having access to human food sources. The Concessioner must educate guests and employees in practices that do not endanger themselves or bears and promptly notify the Service of all instances of bears frequenting the area, bear-related property damage, and bear-human conflict and injury.
 - (c) Guides must be trained in proper food storage techniques and all guides and clients must follow park food storage regulations. Any food, garbage, toiletry, or other bear attractants must not be left outside unattended for ANY length of time.
 - (d) Feeding any wildlife within the Area is prohibited. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife within the Area.
 - (e) In winter, wildlife are subject to increased stress due to severe weather conditions and less food availability; it is thus important for guides to ensure that clients on all tours keep their distance and try not to displace animals. Bighorn sheep and wolverine may be particularly sensitive because of their low populations.
 - (f) Guides must have groups wait for wildlife to move through an area before proceeding or must reroute the group to avoid conflict. Wildlife must be viewed from distances specified in the Superintendent's Compendium.
 - (g) Tours must follow Leave No Trace guidelines.

- (h) The Concessioner is responsible for packing out all refuse from its activities.
 - (i) Guides must be knowledgeable about the Wilderness Act and the Park areas within recommended and potential wilderness, and when in these wilderness areas guides must inform clients about the special qualities and additional levels of protection of wilderness and how those differ from other backcountry areas.
 - (j) In areas where toilet facilities are not available, clients must be informed of proper backcountry sanitation procedures.
 - (k) Fires are NOT permitted.
 - (l) Guides must use primary access routes to the greatest extent possible and must avoid skiing over or through dense or fragile vegetation.
 - (m) All guides working in the backcountry, along travel corridors, and in the front country must be aware of and follow the best practices of noise mitigation.
- (3) *Acknowledgement of Risk.* The Concessioner may require clients participating in activities to sign an acknowledgement of risk form. All such forms must be approved in advance by the Service.
 - (4) *Park Planning.* This Contract is subject to the provisions of existing or future approved plans for Grand Teton National Park. Operations authorized by the Contract may be suspended, in whole or in part, at the discretion of the Superintendent, when the Superintendent determines such action is necessary to protect the health and safety of visitors or employees or to protect Area resources.

E) Human Resources Management

- (1) *Employee Identification and Appearance.* Employees in direct contact with the public must wear personal name tags and may be required to wear uniforms or standardized clothing. Employees must be neat and clean in appearance and must project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance.
- (2) *Firearms:* Concessioner employees may not possess firearms while on duty.
- (3) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season and must attempt to offer its employees a full work week whenever possible. The Concessioner must meet all applicable requirements of the U.S. Department of Labor.
 - (b) Drug free Environments. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner must ensure any employees who are in a position where a federal or state law so requires, participate in an appropriate drug-testing program. If the Concessioner finds evidence of illegal drug use/possession/distribution within the Area they must immediately contact the Service.
 - (c) Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment.
 - (d) Driver Requirements. Drivers of vehicles must have a valid state operator's license for the size and class of vehicle being driven. Drivers must also comply with any Wyoming requirements for the type of vehicle driven or number of passengers carried.
 - (e) Guides. The Concessioner must establish its own standards for evaluating the qualification of guides and must make these standards available to the Service upon request. Guides cannot be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance policies and Workers Compensation Policy. Allowing a non-employee guide to bring his/her clients into the Area under the Concessioner's contract is not acceptable and shall be deemed a violation of the contract.
 - (f) Service Employees. The Concessioner must not employ, in any status, a Service employee (or that employee's spouse or dependents) of the Superintendent's Office or Business Resources Office. The Concessioner must not employ, in any status, a spouse or dependent of other Service employees without the Superintendent's prior written approval.
- (4) *Training*

- (a) Interpretive Training. Guides must take part in annual interpretive training, including a field session. Reading material must be available to guides on, at a minimum, Area history, Leave No Trace practices, winter ecology, Teton flora and fauna, geology, weather, animal adaptations, teaching natural history and field naturalist techniques.
- (b) Job Training. The Concessioner must provide adequate, applicable training to each employee prior to duty assignments and working with the public.
- (c) Orientation. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Service regulations and requirements that affect their employment and activities while working in the Area.
- (d) Bear Safety. Concession employees must receive "Be Bear Aware" information and receive training on how to share this message with Area guests and how to behave appropriately in bear country.
- (e) Wilderness Training. Guides must be trained and knowledgeable about the Wilderness Act and the park areas within recommended and potential wilderness.
- (f) First Aid Training. All guides must have, at a minimum, current Standard First Aid certification through a program sponsored in the United States. Higher emergency medical certification obtained in the United States above Standard First Aid also qualifies with Service approval.
- (g) CPR. All guides must have current Adult/Child Cardiopulmonary Resuscitation (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 medical certification training course.
- (h) Avalanche Training. **[applies only to CC-GRTE025-13]** All guides must complete a formal Avalanche Training Course at least once and review safety procedures for avalanche terrain annually.
- (i) Advanced Instructor Training. **[applies only to CC-GRTE024-13]** Guides must be trained instructors of the Nordic disciplines, at a minimum cross-country and telemark skiing. A majority of guides must have achieved Professional Ski Instructor of America Certification at Levels I, II and III.

F) Risk Management Program

The Concessioner must develop, implement, and maintain a Risk Management Program in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner must develop and submit an initial program to the Service within 60 days of the effective date of this Contract and annually thereafter. The Concessioner must update its Risk Management Program according to Service comments as long as such updates comply with Applicable Laws. The Risk Management Program must include, at a minimum, the following elements:

1. *Documented Program*
2. *Inspections*
3. *Deficiency Classification and Hazard Abatement Schedule*
4. *Accident Reporting and Investigation*
5. *Public Safety and Awareness Program*
6. *Training*
7. *Emergency Procedures*

The Concessioner's Risk Management Program must also include:

- (1) An annual employee accident/injury analysis summary listing injury/accident types and employee lost days must be provided to the Service. The summary must compare the present year to the same data from the previous year and may include additional information as required by the Service.

- (2) Concessioner Inspections must be conducted by the Concessioner and are defined as a documented examination of all equipment, visitor activities and work processes to determine compliance with established safety and occupational health regulations.

3) Public Relations

A) Required Notices

The Concessioner must prominently post the following at all applicable payment areas:

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. Prices are approved by the National Park Service. Please address comments to:

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

B) Visitor Comments

- (1) The Concessioner must make Service-approved comment cards available to visitors to measure service and quality standards, pricing, and overall Area experience.
- (2) The Concessioner must investigate and respond to all visitor complaints regarding its services.
- (3) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or concern the safety of Area resources.
- (4) The Service forwards to the Concessioner any comments and/or complaints received regarding the Concessioner services. The Concessioner must investigate and make an initial response to any complaints 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.

C) Public Statements

The Concessioner must forward all media inquiries concerning operations within the Area to the Service's Public Affairs Office.

D) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must obtain Service approval for all promotional material prior to any Concessioner use including publication, distribution, and broadcast, etc. The Service may require the Concessioner to remove from circulation any unapproved promotional material.
- (b) Distribution. Promotional material may be displayed at approved locations within Area visitor centers.
- (c) Changes. The Concessioner must submit brochure text and layout changes to the Service for review and approval at least 30 days prior to projected need/printing dates.

(2) Statements

- (a) Authorization. All advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Teton National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

4) Specific Operating Standards And Requirements

The Concessioner must provide all services in a consistent, environmentally sensitive, quality manner. Standards provided by this plan and current Service concession management guidelines are Service minimums. The Concessioner must make every effort to exceed these standards.

A) Cross-Country Ski and Snowshoe Tours

(1) *General*

(a) Required Services.

Contract	Required Service
CC-GRTE024-13	Guided day cross-country ski tours, including associated transportation and food services
CC-GRTE025-13	Guided day and overnight cross-country ski tours, including associated transportation and food services
CC-GRTE032-13	Guided day cross-country ski tours, including associated transportation and food services

(b) Authorized Services.

Contract	Authorized Service
CC-GRTE024-13	Guided snowshoe tour services, excluding any and all areas being utilized for park naturalist guided snowshoe tours
CC-GRTE025-13	Guided snowshoe tour services, excluding any and all areas being utilized for park naturalist guided snowshoe tours
CC-GRTE032-13	Guided snowshoe tour services, excluding any and all areas being utilized for park naturalist guided snowshoe tours

(c) Reservations, Deposits, Cancellation Policy. The Concessioner may require a deposit to hold a reservation, and must include its deposit and cancellation policy in all brochures, websites, and reservation confirmations. The Concessioner must submit its administrative fee schedule, cancellation policy, and deposit requirement as part of its rate approval process. The Concessioner must process refunds within thirty days of cancellation.

(d) Guide to Client Ratio.

Contract	Guide to Client Ratio
CC-GRTE024-13	at least one guide per seven clients
CC-GRTE025-13	at least one guide per four clients
CC-GRTE032-13	at least one guide per eight clients

Note: Current guide to client ratios vary due to the different programs offered by each Concessioner and Concessioner policies. Ratios may be adjusted in the new Contracts.

(e) Equipment Maintenance and Replacement

- Guides must check all equipment prior to trip departure and re-check equipment after each use to ensure skis, boots and bindings are in good working condition.
- Skis must be thoroughly inspected and waxed as needed throughout the season to ensure skis are properly maintained for varying snow conditions.
- Equipment must be replaced on a predetermined schedule or sooner if necessary.
- For tours in avalanche terrain, the Concessioner must provide its clients with avalanche transceiver and shovel.

(2) *Approved Routes*

CONTRACT	APPROVED ROUTES
CC-GRTE024-13	Cottonwood Creek Trailhead to Jenny Lake; Granite Canyon from Valley Trail; Valley Trail between Granite Canyon and Bradley Lake; Phelps Lake Overlook Trail; Signal Mountain; Taggart and Bradley Lakes; Two Ocean-Emma Matilda Lakes; Closed section of Moose-Wilson Road; Hermitage Point - Swan Lake; Moose-Wilson Road to Phelps Lake on routes outside the boundary of the Laurance S. Rockefeller Preserve; Spur trail connecting the Valley Trail to Granite Canyon Trailhead; Spur trail connecting the Valley Trail to Teewinot lift.

CC-GRTE025-13	<u>Day Tours:</u> Amphitheater Lake; Mt. Albright (peak 10552); 25 Short (peak 9975 off Buck Mountain); Signal Mountain; Taggart, Bradley and Jenny Lakes. <u>Teton Traverses:</u> Teton Canyon to Cascade Canyon to Death Canyon to Granite Canyon; Fox Creek to Teton Canyon via Death Canyon Shelf to Granite Canyon to Death Canyon; Teton Pass to Teton Canyon to upper Granite, Death Canyon Shelf
CC-GRTE032-13	Closed section of Moose-Wilson Road; Granite Canyon Trail - below the patrol cabin; Phelps Lake Overlook Trail; Pilgrim Creek; White Grass Ranch Area; Valley Trail - between Granite Canyon and Bradley Lake; Taggart and Bradley Lakes; Cottonwood Creek Trail to Jenny Lake; Two Ocean and Emma Matilda Lakes; Arizona Creek, Bailey Creek and Arizona Lake; Hermitage Point from Colter Bay; Signal Mountain Lodge to Spalding Bay; Shadow Mountain Baseline Road - Antelope Flats Road to Lost Creek

Note: Additional Routes must be approved in writing by the Superintendent. The Superintendent may remove routes from use at any time he or she deems necessary.

(3) *Food Services*

- (a) All food service and sanitary procedures are subject to U.S. Public Health Standards and inspections.
- (b) Water provided for clients must be treated. Clients must be advised about the risks of drinking untreated water and informed about methods of water purification.
- (c) All food brought into the park must be obtained from a state licensed and inspected food service facility.
- (d) All cold foods must be held at 41 degrees Fahrenheit or below. All hot food must be held at 145 degrees Fahrenheit or above. The Concessioner must use a food thermometer to monitor temperatures.

(4) *Guides and Safety*

- (a) A list of guides showing expiration dates of their First Aid and CPR certification must be submitted to the Business Resources Office prior to operating each season. This list must be updated throughout the season as changes occur.
- (b) While driving Clients to and from trailheads, drivers, guides and clients must wear seatbelts.
- (c) Guides must be familiar with the terrain and backcountry travel and must check weather and avalanche conditions (where applicable) before trip departures.
- (d) Guides must carry avalanche gear (beacon, shovel, avalanche probe, etc.) when conducting ski or snowshoe tours in avalanche prone areas.
- (e) Guides must carry a basic first aid kit suitable for backcountry emergencies. Suggested items include 1 roll of one-inch medical tape, 2 rolls of four-inch gauze, 6-4x4 gauze pads, 1-5x9 trauma dressing, trauma scissors, tweezers, 10 antiseptic wipes, 2 four-inch ace wraps, 2 triangular bandages, 1 space blanket, hot packs, 4 pairs of disposable gloves, CPR mask, 1 SAM splint, and assorted sizes of adhesive bandages. Other suggested items include hot beverages, extra clothing, ski repair kit, waterproof matches, flashlight, and ensolite sitting pads.
- (f) Guides must ensure that clients are properly attired for the current and forecasted conditions. Routes must be determined based on client's abilities and desires. Guides must carry a cell phone, radio or satellite phone on all tours.

(5) *Interpretation*

- (a) The Concessioner's activities must include information that interprets Area resources, seeks to instill conservation ethics and increase environmental awareness in clients. Information will include Leave No Trace or equivalent principles, and will incorporate cultural resources as an interpretive topic when possible.
- (b) Service staff, through the Business Resources Office, may be available to advise and assist the Concessioner in development of an interpretive program.

(c) Area representatives make periodic evaluations of the interpretive program.

(6) *Prohibited Services*

(a) Ski schools, snowboard trips, or trips that include extreme skiing or technical mountaineering are not authorized under this contract.

(b) Tours may not enter the Laurance S. Rockefeller Preserve.

(7) Winter Camping [**applies only to CC-GRTE025-13**].

(a) For overnight tours, the Concessioner must obtain overnight permits in advance from the Craig Thomas Discovery and Visitor Center permits desk. All backcountry regulations must be followed.

(b) Quinzee huts must be dismantled, trenches must be filled in with snow and marks in the snow must be covered as much as possible. Campsites must be left in a "naturalized" state.

5) **Reporting Requirements**

A) **Concessioner Operational Reports**

The Concessioner must provide report data in an MS Office-compatible electronic format. Upon request, the Concessioner must provide all supporting documentation for all operational reports to the Service.

(1) *General*

(a) Key Personnel Listing. By November 1 of each year or prior to operations, whichever comes first, the Concessioner must provide the Service with a list of key staff, including office and emergency phone numbers.

(b) Incident Reports. In the case of an emergency, the Concessioner must call the Teton Interagency Dispatch Center (TIDC) at (307)739-3301 or 911. Guides involved in reportable incidents must be available to the investigating ranger within 48 hours of the incident. Names and phone numbers of clients involved in the incident must be reported. The Concessioner must immediately report the following to the TIDC.

- Any fatalities or visitor-related incidents that could result in a tort claim to the United States or the Concessioner.
- Any motor vehicle accident resulting in property damage, personal injury, or death.
- Any other incident resulting in personal injury (requiring more than minor first aid treatment) or property damage exceeding \$500.
- All suspected or known criminal violations.
- Other incidents that may adversely affect Area resources (e.g., fires, hazardous material spills) or violate state and federal law.

(c) Human Illness Reporting. The Concessioner must promptly report information on all human communicable illnesses, whether employees or clients, to the TIDC (307) 739-3301. 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. When in doubt, report the illness. A representative of the NPS Public Health Program may investigate the report.

(d) Insurance Certificate. The Certificate of Insurance must be submitted annually prior to operating. Commercial auto insurance is required if guides transport clients in company-owned or personally owned vehicles. Additional requirements are outlined in Exhibit D of the Contract.

(2) *Visitor Use Report*. The Concessioner must maintain an information system to document visitor use patterns. Information provided may be used by the Service in documents which are made available to the public. The report is due to the Service through the Business Resources Office by the 4th day of the following month for each month of operation. All operational statistics for the individual services must be included in the monthly operational performance report, even if the reported use is zero. The report may be faxed or emailed to the Business Resources Office.

B) Concessioner Financial Reporting

- (1) *Annual Financial Report (AFR)*. The Annual Financial Report is due no later than 120 days after the end of the Concessioner's fiscal year. For fiscal years following the calendar year, the AFR is due May 1st. The Concessioner must notify the Service if its fiscal year does not coincide with the calendar year and a specific due date will be established. The Concessioner must submit the AFR according to current NPS policies and guidelines.
- (2) *Franchise Fee Payments*. The Concessioner must make payments due to the Service, through electronic funds transfer via the U.S. Treasury Pre-Authorized Debit (PAD) system, or equivalent system. The Concessioner must submit, to the Business Resources Office, a Monthly Financial Report electronically, in the form prescribed by the Service, no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The identified franchise fee amount is debited from the Concessioner's designated bank account

C) 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.

SUMMARY INITIAL AND RECURRING DUE DATES		
Title	Due Date	Reference
Initial Requirements		
Balance Sheet	Within 90 days of effective date of the Contract.	Contract 7.C.1
Risk Management Program	Within 60 days of effective date of the Contract and annually thereafter.	2.F
Annually		
Dates of Operation	90 days prior to proposed start date each season.	2.A
Key Personnel Listing	November 1 of each year.	6.A.1.a
Insurance Certificate	Prior to each operating season	6.A.1.d
Guide List	Prior to each operating season	4.A.4.a
Annual Rate Change	At least 30 days prior to anticipated implementation date.	2.B.2
Annual Financial Report	No later than 120 days after the last day of the fiscal year	6.B.1
Monthly		
Visitor Use Report	By the 4th day of the following month for each month of operation.	6.A.2
Franchise Fee	By the 15 th day of the following month of each month of operation.	6.B.2
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, but not limited to, operational information.	As noted throughout this Plan

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