

**EXHIBIT B
OPERATING PLAN**

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1) Introduction

This Operating Plan between TC-GRCA006-21 (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Canyon National Park, Glen Canyon National Recreation Area, and Lake Mead National Recreation Area (hereinafter referred to as the "Area" unless otherwise specified) that are assigned to the Concessioner for the purposes authorized by the Temporary Contract.

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

This plan will be reviewed annually by the Superintendent of Grand Canyon National Park (hereinafter referred to as the "Superintendent") in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions shall not be inconsistent with the main body of this Temporary Contract. Any revisions must be reasonable and in furtherance of the purposes of the Temporary Contract.

Under the Colorado River Management Plan, the Service will monitor river use and its effects on the resources and values of the Area. In order to establish more fully Service requirements for the conduct of guided Colorado River trips, the Service reserves the right to establish and revise, as circumstances warrant, this Operating Plan and/or the Commercial Operating Requirements (see Attachment 1, "Commercial Operating Requirements" or "CORs"). In the event of any conflict between the terms of the Commercial Operating Requirements and the Temporary Contract, the terms of the Temporary Contract, including its designations and amendments, will prevail.

The Colorado River Management Plan is subject to revisions from time-to-time by the Service. Such revisions will become effective in this Temporary Contract when made.

2) Management, Organization, and Responsibilities

A) Concessioner

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

- (1) Has the authority and the managerial experience to operate the required and, if applicable, authorized concession services within the Area.
- (2) Employs a staff with the expertise and training to operate all services required and, if applicable, authorized under this Temporary Contract.
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area.
- (4) Implements the policies and directives of the Service.

B) Service

The superintendent of each park in the Area is responsible for operations within the boundaries of its designated park unit. Each superintendent carries out the policies and directives of the Service. Directly, or through designated representatives, the Superintendent of Grand Canyon National Park is the primary superintendent responsible for reviewing, directing, and coordinating the Concessioner's activities relating to the Temporary Contract. This includes:

- (1) Evaluation of Concessioner services.
- (2) Rate administration for all Concessioner services.
- (3) Implementation of the 2006 Colorado River Management Plan.
- (4) Coordination with the superintendents of Lake Mead National Recreation Area and Glen Canyon National Recreation Area for the purposes of administering this Contract.

3) Scope and Quality of Services

This Operating Plan is based in part on the requirements of the 2006 Colorado River Management Plan and the Commercial Operating Requirements. See Attachment 1, "Commercial Operating Requirements."

The Concessioner must provide all services in a consistent and quality manner. National Park Service Concessioner Review Program standards are service minimums. The Concessioner must monitor its operations to ensure it meets quality standards.

The Concessioner at all times is responsible for all aspects of services granted by its Temporary Contract. The authorized Concessioner assumes financial risk, insurance liability, and receives payment for commercial services performed within the Area.

The Concessioner may not enter into sub-concession agreements (sub-contracting) with other entities to provide all or any component of a river trip within the Area. All trip leaders and guides must be on the Concessioner's payroll, be covered by Workmen's Compensation, and be covered by the Concessioner's liability insurance.

A) **Guided Colorado River Trips**

The Concessioner is required to provide guided river trips on the Colorado River for the public through Grand Canyon National Park between River Mile (RM) ZERO (0) at Lees Ferry and as far as RM-277 at Pearce Ferry. See the Temporary Contract, Section 2. Services and Operations for more details on required and authorized visitor services.

B) **Interpretive Services**

(1) General Information

- (a) The Concessioner is required (see the Temporary Contract, Section 2. Services and Operations) to interpret Area natural and cultural resources to Area visitors with the objective of instilling in them an appreciation of the Area. This interpretation must include American Indian perspectives on Grand Canyon resources. The Concessioner's interpretive messages must include, but are not limited to, safety, resource and environmental management issues and objectives, prehistory and history of the Area and surrounding vicinity, significant features and formations, as well as some of the more common plants and animals inhabiting the Area, and Area interpretive themes.
- (b) The Concessioner must adequately train staff members in interpretive techniques. The Concessioner must provide and will be evaluated on thematic interpretation. Employees must demonstrate their knowledge of the Area, its goals and objectives, and appropriate interpretive techniques in their programs. The Concessioner must explore a wide array of methods for conveying interpretive messages to clients on Area related themes and topics such as resource protection, appreciation of Area values, and Area goals, in addition to resource and environmental management issues and American Indian perspectives on Grand Canyon resources.

(2) Primary Interpretive Themes. The following interpretive themes are from the 2002 Long Range Interpretive Plan for Grand Canyon National Park.

- (a) The immense and colorful Grand Canyon is valued worldwide as one of Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.
- (b) Water is the lifeblood of Grand Canyon—a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples, a provider of recreation, and a central factor in the exploration, development, and politics of the American West.

- (c) The Colorado River and other erosional forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.
- (d) Extreme changes in elevation, exposure, and climate in the Grand Canyon support a remarkable range of biotic communities in unusual proximity; a relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.
- (e) Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence to some, offering us an opportunity to consider the powerful and spiritual ties between people and place.
- (f) Grand Canyon has sustained people materially and spiritually for thousands of years—wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.

C) Reservations, Deposits, and Refunds

(1) Taking Reservations

- (a) Partnering for Compliance with “One Trip Per Year” rule. Before booking a client on a trip, the Concessioner must make every commercially reasonable effort to confirm the client understands the One Trip Per Year rule. This rule states that no recreational user may participate on more than one recreational trip through any part of the Lees Ferry to Diamond Creek section of the Colorado River within any given calendar year.

The Concessioner must provide the following or similar language on its website, as well as in other trip literature as they are updated:

One Trip Per Year. Due to limited availability, the National Park Service has limited use in the popular Lees Ferry to Diamond Creek section of the Colorado River to one recreational river trip per individual each calendar year. Because of this regulation, Arizona Raft Adventures, LLC cannot accept a reservation from any individual who has or will participate in any other full or partial canyon commercial or non-commercial river trip within the same calendar year. Grand Canyon National Park's “One-Trip-Per-Year” rule is strictly enforced.

- (b) Reporting Client information to the Service. The Concessioner must collect each client's full legal first and last names, date of birth, zip code, and trip launch date, and forward this list of the season's clients electronically, through Grand Canyon River Outfitters Association, to the Grand Canyon National Park Permits Office by November 30th each year. This information will be maintained in a master database, and in conjunction with its non-commercial passenger lists, will be used by the Service only for the purpose of monitoring compliance with the One Trip Per Year rule.
 - (c) Medical information. The Concessioner must request relevant health information from all clients. Such information includes preexisting conditions, any medications the client is taking, and the reason for taking the medications. Clients must decline in writing if they choose not to provide the information.
 - (d) Advance Reservations. Reservations must not be taken more than 24 months in advance of the trip departure date.
- (2) Deposits/Refunds. The Concessioner may require a deposit to hold the reservation. The deposit and refund policies are part of the rate approval process. The Concessioner must include these policies in printed and electronic advertisements.
 - (3) Cancellations. The cancellation policy is part of the rate approval process. The Concessioner must include this policy in printed and electronic advertisements.
 - (4) Credit Cards. The Concessioner must honor MasterCard and Visa credit cards, at a minimum. The Concessioner may accept debit cards at its discretion.

- (5) Booking Agent. The Concessioner may enter into agreements with booking agents. The booking agent may take reservations for trips for which the Concessioner pays the agent a booking fee. The booking agent may not charge a fee to the client in addition to the advertised rate for the trip. Advertising for trips by booking agents must state clearly that the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.

D) Orientation Talks

Prior to launching, each Concessioner must conduct an orientation talk for all clients, discussing water safety, personal flotation devices (PFDs), and rescue. The Concessioner may address other orientation issues after launching but prior to the first night's camp. See Attachment 1, "Commercial Operating Requirements," Supplement A, "Orientation Talks" for additional information. The Service periodically verifies these talks through its inspection program or spot checks.

4) Concession Operations

A) Operational 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, and impacts on cultural and natural resources, responsiveness to client comments, compliance with the Contract including all of its Exhibits, and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (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 results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. 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, personal property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards.
 - (b) The Service may delay or terminate trips at any time within the Area if the Concessioner does not meet conditions set forth in the Contract, or until noted deficiencies are corrected.
- (3) Annual Overall Rating. The Service will determine and provide the Concessioner by March 15th an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, and Risk Management Program Evaluation Report.
 - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, and workers compensation insurance.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will

consider performance in complying with NPS risk management standards, implementing life safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.

(4) Other Audits or Inspections

- (a) Public Health Program Evaluation. A representative of the Service's Public Health Program will conduct formal evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.
- (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 EMP Evaluation.
- (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
- (d) Other Inspections. The Service reserves the right to join a river trip or visit a camp at any reasonable time for any evaluation or when otherwise deemed necessary.
- (e) Visitor Satisfaction Monitoring. The Service reviews visitor comments and complaints on Concessioner services and associated responses. These may be incorporated into the Annual Overall Rating.
- (f) The Concessioner must make Service-approved comment cards and/or an internet web-based electronic system available to clients in order to measure service and quality standards. If an internet or electronic comment system is proposed, the Service must be granted direct access to review comments entered into the system.

B) Rate Determination and Approval Process

(1) Rate Determination

- (a) The Service will determine the reasonableness and appropriateness of rates and charges under this Temporary Contract using Competitive Market Declaration (CMD), unless and until it determines a different method is appropriate for the services offered. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) ("Rate Approval Guide"), (a copy which can be obtained by contacting the Service or on the Commercial Services website) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
 - (b) The Superintendent has determined that market forces from within and outside the Area provide comparable pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the [Area]." 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 market place necessitating use of another rate approval method. The Superintendent may rescind the use of CMD if he/she determines that the competitive situation has changed.
- (2) Approved Rate Posting. The Concessioner must publicly post in its written and electronic advertising materials all rates for goods and services provided to the visiting public.

- (3) Rate Compliance. The Service periodically checks rate compliance. If any rate method other than CMD is used, approved rates will remain in effect until the Service approves changes in writing.
- (4) Reduced Rates for Federal Government Employees. Reduced rates for federal government employees on official business must be part of the approved rate schedules. The Concessioner must provide, on a space-available basis, river transportation services without charge to Service employees conducting concession review program evaluations, public health evaluations, safety evaluations, or other official business specifically related to the river services required and authorized by the Temporary Contract. Meals may be charged at a rate not to exceed the actual cost or the applicable federal per diem rate, whichever is less.
- (5) 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, justified. The Service determines the reasonableness of rates based upon the National Park Service "Concession Management Rate Approval Guide." Although at the inception of the Temporary Contract, the method used is as described above, the Service may use another method if it becomes appropriate.

C) Human Resources Management

- (1) Employee Appearance. Employees must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude.
- (2) Employee Hiring Procedures
 - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur.
 - (b) Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner must make appropriate hiring decisions in consideration of the information obtained.
- (3) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. Employees must submit a written request to the Superintendent; an electronic form for this is available from the Service Concessions office. The Concessioner may not employ in any status the spouse or children of the Area superintendents, deputy superintendents, chiefs of concessions management, concessions management specialists, risk management officers, or public health consultants.
- (4) Specialized Requirements. This Operating Plan and the Commercial Operating Requirements (Attachment 1) describe specialized qualifications for certain employees which must be adhered to by the Concessioner.

D) Fees

- (1) Entrance Fees. Grand Canyon National Park is a designated federal recreation fee area. See Attachment 1, "Commercial Operating Requirement," Supplement E, "Entrance Fees" for additional information about entrance fees, fee exemptions, and fee waivers.
- (2) Payment of Entrance Fees. After the Temporary Contract is awarded, the Service may enter into a separate agreement with the Concessioner to collect the Grand Canyon National Park's entrance fee from clients.

E) Special Focus Trips

Special focus trips (such as photography, history, and archeology trips) are permitted. The purpose of the trip must relate to the resources of the Area. Clients must not be required to pay more than the Concessioner's approved rate for a special focus trip unless the Superintendent approves a higher rate in advance.

F) Employee Training

- (1) Training Program Outline. The Concessioner must maintain and provide to the Service upon request, an outline of its program for employee training.

- (2) Orientation. The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area.
- (3) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public.
- (4) Sanitation Training. The Concessioner must require sanitation training for guides and others who will be preparing food at the start of their employment and as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual (F) – Backcountry Operations, as they now exist or as they may be amended from time to time.
- (5) Environmental and Risk Management. The Concessioner must provide applicable training in environmental and risk management to employees.
- (6) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and/or safety orientation services. The Concessioner must work closely and coordinate with the Service to improve the methods of preparing and presenting effective interpretation.
- (7) Service-sponsored training. The Concessioner must encourage employees to attend any Service-sponsored training relating to concession operations.
- (8) American Indian Perspectives. The Concessioner must provide training for guides on American Indian perspectives of the natural and cultural resources of the Grand Canyon.
- (9) Employee Handbook. The Concessioner must provide all employees with a handbook that describes the policies and regulations of the Concessioner and the Service. The Concessioner must provide its employee handbook to the Service for a 30-day review prior to distribution to employees. The Concessioner must provide a new copy to the Service as it updates the handbook.
- (10) Concessioner Responsibility for Employee Behavior. One goal of the Concessioner's training program is for guides and other employees to understand their role and responsibility in fulfilling the terms and conditions of the Temporary Contract. The Concessioner is responsible for the behavior of its employees.

G) Insurance

- (1) See the Temporary Contract, Section 6., Insurance and Exhibit D Insurance Requirements for insurance information.
- (2) Uninsured river trips are not allowed. The Concessioner must not operate without insurance and the Temporary Contract may be terminated if the Concessioner fails to have insurance in accordance with the Temporary Contract.

5) Shuttle Vehicles and Driver Licensing, Registration, And Maintenance

A) Transportation of Clients

Pursuant to the Temporary Contract, the Concessioner may transport clients from their meeting point to the Lee's ferry put-in or trailheads (for exchanges), and from take-out points at trailheads, Diamond Creek, South Cove, or Pearce Ferry. If the Concessioner must coordinate with another entity for the transportation of a client from a take-out point, Diamond Creek, South Cove, or Pearce Ferry, the Concessioner may only coordinate with those entities authorized by the Service to provide such transportation services.

B) Registration, Licensing, Insurance, and Maintenance

The Concessioner must properly register, license, insure and maintain, in accordance with federal and state laws and regulations, all vehicles used to transport clients and employees. The Concessioner must ensure that vehicles used receive periodic safety inspections and that any necessary repairs are performed.

C) Driver Requirements

Drivers of shuttle buses and delivery vehicles must have a valid state operator's license for the size and class of vehicle they drive.

D) Identification

Concessioner-owned or leased vehicles must display the Concessioner's name and logo.

E) Watercraft

See Attachment 1, "Commercial Operating Requirements," Section I. Watercraft and Capacities for information on watercraft registration and identification.

6) Reports

A) Reporting Requirements

- (1) Concessioner Operational Reports. The Concessioner must allow the Service and its designated representatives to review supporting documentation for all Concessioner operational reports upon request.
- (2) Financial and Operational Statistics. The Concessioner must provide the Service operational statistics and financial information in a mutually agreed upon format and schedule. This includes, but is not limited to:
 1. Labor Expenses, broken out by position, for the previous operating season. If payroll is calculated by day, describe how many hours are assumed in one day. If payroll is calculated by trip, describe how many hours are assumed for each type of trip you provide.
 2. Overtime Expenses, broken out by position, for the previous operating season, plus:
 - a. What overtime rate source was used (state, Flagstaff, or other) and what rate was paid?
 - b. What triggered overtime pay for those employees who were paid overtime?
 3. Overall Benefit Expenses.
 - a. What positions received benefits during the previous operating season? What were the specific benefits provided to those positions? (sick leave, 401k, health, etc.)
 - b. What was the cost of benefits provided by position?
 - c. If tips or a non-cash benefit (such as meals or housing) were offered that offset the hourly minimum wages paid, explain and define those expenses.
 4. Insurance Expense from the previous operating season broken down by premium categories.
 5. Annual Personal Property Investment and Replacement Expenses for the previous operating season.
 6. Other Operating Expenses (including fuel, food, and other supplies) on a per trip basis for each of the types of trips you provide.
 7. Regarding CMD rates:
 - a. Did you implement CMD rates?
 - b. If yes, for what operating season will reservations using CMD rates be realized?
 - c. If CMD rates were realized during the previous operating season, what increase (if any) in revenue is attributed to the new rate structure?
- (3) Monthly Financial Report. The Concessioner must make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debt (PAD) system. The Concessioner must submit a Monthly Financial Report electronically, in the form prescribed by the Service budget office, using the Online Launch Calendar (OLC), 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 Concessioner must submit the form even if all the data reported are zero. The Service budget office gathers all the information submitted and debits the payer's designated bank account on the 20th day of each month or the first business day thereafter.
- (4) Incident Reports and Gastrointestinal Illness Reports. See Attachment 1, "Commercial Operating Requirements," Section II. Emergency Equipment and Procedures, I. Incident Reports and J. Gastrointestinal Illness Reports for additional information.

B) Summary of Reporting Requirements

The following chart summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner. The Temporary Contract may contain non-cyclical reporting requirements that are not outlined below.

SUMMARY OF REPORTING REQUIREMENTS			
Title	Schedule	Due Date	Reference
Franchise Fee	Monthly	15 th day of the month	Temporary Contract, Sec. 5 (b)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.	Temporary Contract, Sec. 7 (b)
Other Reports and Data	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Temporary Contract or otherwise, including, but not limited to, operational information.	Temporary Contract, Sec. 7 (c) (2), and Operating Plan, Sec. 6. A.
Promotional Materials	As required	At least 30 days prior to projected need/printing date.	Temporary Contract, Addendum 1, Section 3, and Operating Plan, Sec. 10. B.
Environmental Data, Reports, Notifications, and Approvals	As required	As required.	Temporary Contract, Addendum 1, Sec. 4
Notice of Bankruptcy or Insolvency	As required	Provide notice (within 5 days) after the filing of petition in bankruptcy, filing petition seeking relief of the same or different kind under provision of the Bankruptcy Act, or making assignment for the benefit of creditors.	Temporary Contract, Addendum 1, Sec. 7
Client list	November 30 th annually	Submit a list of each client's full legal first and last names, date of birth, zip code and trip launch date	Operating Plan, Sec.3. C. 1. b.
Employee Handbook	Initial	30 days prior to release; updates provided as needed	Operating Plan, Sec. 4. G. 9
Monthly Financial Report	Monthly	15 th day of the month	Operating Plan, Sec. 4. A. 3
Concessioner Risk Management Plan	Initial Annual	Within 120 days of the effective date of the Temporary Contract. Updates due by April 1	Operating Plan, Sec. 7
Visitor Comments Summary Report	Bi-annually	July 30 th and November 15 th	Operating Plan, Sec. 11. A.
Complaints	Upon receipt	Upon receipt	Operating Plan, Sec. 11. B.
Survey and Visitor Response Data	As required	Concessioner collected customer satisfaction data within 14 days of receipt by the Concessioner.	Operating Plan, Sec. 11. C.

SUMMARY OF REPORTING REQUIREMENTS			
Title	Schedule	Due Date	Reference
Boat List	As updated	Service must approve changes of watercraft or capacities	CORs, Sec. I. A.
River Trip Incident Report Form	As required	Report immediately to Service Dispatch	CORs, Sec. II. I,
Gastrointestinal Illness Report Form	As required	Promptly report to Service Dispatch or as required in CORs, Supplement J and K	CORs, Sec. II. J and Supplements J & K
River Guide License Database	As required	Keep trip leader and guide record of minimum certifications and experience in Concessioner files and on the Online Launch Calendar.	CORs, Sec. III. A
Drug-testing Summary Report	Annually	Not later than December 1 of each year.	CORs, Sec. III. D
Online Launch Calendar (OLC)	As required	Passenger and trip information must be entered into the OLC before the morning of the launch. See Commercial Operating Requirements, Sec. VI for additional information.	CORs, Sec. VII
Certificate of Insurance	Initial Annual	Provide the Certificate of Insurance at the time insurance is first purchased, and as renewed and/or updated. The Service must always have a current certificate on file.	Temporary Contract, Exhibit D, Sec. 5
Visitor's Acknowledgement of Risks Form	Initial	Provide at beginning of Temporary Contract, and as Changed	Operating Plan, Sec. 12., and Attachment 2

7) Concessioner Risk Management Program

- (1) The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Plan in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. The Concessioner must submit its Risk Management Plan for Service acceptance **within 120 days following the effective date of the Contract**. If needed, the Concessioner can update the plan annually thereafter by December 31 of each year and submit it to the Service for review. The program must address, at a minimum, the Risk Management Program Standards, a copy of which can be found on the [Concessioner Tools section of the Commercial Services website](#), and the following:
 - (a) Client suitability assessment to promote successful completion of the trip.
 - (b) Safety program for client use, if offered, of individual watercraft, limited to inflatable kayaks, hard shell kayaks, whitewater canoes, or stand-up paddle boards.
- (2) Illness and Infestation Prevention and Response. The Concessioner must include in its Risk Management Plan detailed inspection, prevention and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses or pest infestations. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, hanta virus, West Nile virus, COVID-19, influenza, Rocky Mountain spotted fever, and tick-borne relapsing fever.
- (3) Emergency Action Plan

- (a) As part of its Risk Management Program, the Concessioner must include an Emergency Action Plan (EAP) that describes the steps it will take in the event of an emergency. The EAP must include the Concessioner's procedures for:
- notifying its clients of an Area closure and mandatory evacuation
 - notifying management, staff and employees of an Area closure and mandatory evacuation
 - providing transportation and other assistance needs for clients and employees
 - securing personal property
 - providing timely information on the progress and status of its evacuation efforts
- (b) The EAP must also include a list of contact personnel responsible for implementing and supervising the Concessioner's evacuation efforts.

8) Lost and Found Policy

The Concessioner should make a reasonable effort to check with other concessioners when its employees find an item, and thereafter must turn in any such items to Grand Canyon National Park headquarters. The Concessioner should direct clients who have lost or found items to Grand Canyon National Park headquarters. Finders, Service employees, volunteers, and concession employees are not entitled to claim lost and found items. Procedures for the handling of lost and found property must conform to Directors Order (DO) 44 and Personal Property Management Information Notice 05-01.

9) Protection and Security

The Service provides visitor protection (law enforcement) on the river. The Service will handle all violations of federal, state, or county regulations or policies. Other federal agencies, State or County officials may also conduct such enforcement activities.

10) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted on all Concessioner websites and brochures:

This service is operated by Arizona Raft Adventures, LLC, 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 Canyon National Park
P.O. Box 129
Grand Canyon, AZ 86023

B) Advertisements and Promotional Materials

(1) Promotional Material

- (c) Approval. The Concessioner must submit any new or updated press releases or promotional material, including websites, radio, television, or other media (not including social media, which is discussed below), to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc.
- (d) Publications must be accurate.
- (e) The Superintendent may require the Concessioner to remove any unapproved promotional material.

(2) Social Media. The Concessioner must notify the Service of any social media sites it establishes (Facebook, Instagram, Twitter, etc.), and must allow Service employees to follow those sites. The

- Concessioner must monitor its social media pages for offensive postings or depictions of inappropriate activities. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery or upon request by the Service.
- (3) Use of National Park Service Authorized Concessioner Mark (Mark). The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the [Commercial Services website](#).
 - (4) Statements in Promotional Materials
 - (f) Authorization. Advertisements for the Concessioner must include either the Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in the Area.
 - (g) Equal Opportunity. Advertisements for employment must state the Concessioner is an equal opportunity employer.
 - (5) Commercial filming is subject to review and approval by the Service. The Concessioner must notify the Grand Canyon National Park's Commercial Services division if it wishes to film its own promotions, or if a client proposes to film for commercial purposes (advertising, publication, or television or film).
 - (6) 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 Public Affairs Officer of each respective Park or Recreation Area. This includes all media interviews. However, media interviews and visits to Concession Facilities to report on Concessioner operations may be done with a courtesy notification to the respective Public Affairs Officer.

11) Visitor Surveys, Comments and Complaints

A) Solicited comments

The Concessioner must forward a summary report of all comments received through its regular feedback questionnaires, etc. to the Service twice annually, by July 30th and November 15th each year. The Service and Concessioner will mutually agree upon the form of the summary.

B) Complaints

The Concessioner must investigate and respond to all visitor complaints regarding Concessioner services. Visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors or employees, or concern the protection of Area resources must be provided to the Service promptly.

The Service will forward to the Concessioner any comments and/or complaints received regarding Concessioner services. The Concessioner must investigate and respond to any complaints in a timely manner. The Concessioner must provide a copy of any such responses to the Service, and a copy of any Service responses will be forwarded to the Concessioner.

C) Survey and Visitor Response Data

The Concessioner must provide to the Service within 14 days of receipt any customer satisfaction data collected by a third party, as defined as an entity hired by the Concessioner to collect data, that is provided to the Concessioner. The Superintendent must approve, in advance and in writing, any and all surveys conducted by the Concessioner.

12) Visitor's Acknowledgement Of Risks

- (1) The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.

- (2) The Concessioner may require clients participating in activities or renting equipment to sign a Visitor's Acknowledgement of Risks form. A sample of the Service-approved Visitor's Acknowledgement of Risks form is provided as Attachment 2 to this Operating Plan.
- (3) The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this Temporary Contract and at least 30 days in advance of any proposed changes in the form.
- (4) If no Visitor's Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Temporary Contract.