

**EXHIBIT B****OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Lake Mead National Recreation Area (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

**A) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service. The Concessioner access [Director’s Orders and Related Guidance](#) on the National Park Service website.

## 3) MANAGEMENT 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 has the following authority: authority and managerial experience for operating the services required under the Contract; employ staff with expertise and training to provide all services required and authorized under the Contract; act as the liaison in all concession administrative and operational matters within the Area; and, responsibility for implementing the policies and directives of the Service. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manger is designated.

### B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services. The Service provides a current list to the Concessioner with all appropriate points of contact annually, or as updates occur.

## 4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operations

(1) *Minimum Operating Season and Hours.* The Concessioner must provide the required services for Area visitors in accordance with the minimum operating hours as identified below.

Service Type	Minimum Operating Hours
<b>Guided Raft Trips</b> (Black Canyon: Hoover Dam to Willow Beach)	<b>Required:</b> March 1 - November 1, one (1) trip daily (10:00 a.m. launch) <b>Authorized:</b> November 2 – February 28

Service Type	Minimum Operating Hours
<b>Guided Raft Trips</b> (Eldorado Canyon)	<b>Authorized:</b> Year-round; Memorial Day through Labor Day, weekend and holiday trips, rafts must launch from the beach at Nelson's landing by 11:00 a.m.
<b>Marina</b>	<b>Required:</b> Memorial Day through Labor Day, 7:00 a.m. – 5:00 p.m. daily; March 1 through the day before Memorial Day and the day after Labor Day through November 1, 8:00 a.m. – 5:00 p.m. daily
<b>Boat Rentals</b> (fishing, ski, and patio boats, and paddlecraft)	<b>Required:</b> Memorial Day through Labor Day, 7:00 a.m. – 5:00 p.m. daily; March 1 through the day before Memorial Day and the day after Labor Day through November 1, 8:00 a.m. – 5:00 p.m. daily
<b>Houseboat Rental Lodging (Floatels)</b>	<b>Required:</b> Year-round
<b>Food and Beverage</b>	<b>Required:</b> Memorial Day through Labor Day, 7:00 a.m. – 5:00 p.m. daily; March 1 to the day before Memorial Day and the day after Labor Day to November 1, 8:00 a.m. – 5:00 p.m. Friday to Sunday only <b>Authorized:</b> November 2 through February 28
<b>Retail</b>	<b>Required:</b> Memorial Day through Labor Day, 8:00 a.m. – 5:00 p.m. daily; day after Labor Day to the day before Memorial Day, 10:00 a.m. – 5:00 p.m. daily
<b>Campground</b>	<b>Required (RV Park &amp; Campground):</b> Year-round <b>Required (Campground Office):</b> Memorial Day to Labor Day, 7:00 a.m. – 5:00 p.m. daily; March 1 to the day before Memorial Day and the day after Labor Day to November 1, 8:00 a.m. – 5:00 p.m. daily <b>Authorized (Campground Office):</b> November 2 – February 28
<b>Automobile and Water-based Fuel Services</b>	<b>Required:</b> Memorial Day through Labor Day, 7:00 a.m. – 5:00 p.m. daily; March 1 through the day before Memorial Day and the day after Labor Day through November 1, 8:00 a.m. – 5:00 p.m. daily; November 2 through February 28, 8:00 a.m. – 4:00 p.m. daily
<b>Shuttle Services, Chase Boat*, Emergency Fuel Service*, and Executive Services</b>	Should the Concessioner provide these <b>authorized services</b> , it must include its hours of operation in its proposed schedule. <i>*For a fee for non-Concessioner rented boats.</i>

- (2) *Proposed Schedule of Operations.* The Concessioner must submit its proposed opening and closing dates, and hours of operations for each service, which must include at a minimum the seasons and hours listed above, for approval by the Service **at least 14 days prior to proposed changes** and annually no later than **January 15**. Mid-week or seasonal closures may be considered during the shoulder season and closures or limited services during the off-season may be considered if demand does not exist. Once approved, the Concessioner must post all operating seasons and hours on-line and within the Concession Facilities.
- (3) *Public Use Interference and Authorized Uses.* Concessioner will not have exclusive use of any public road access or camping area. If the Service determines any of the authorized services are interfering with the public use of the parking lots or other areas, the operation must be modified to avoid adverse conditions or rescheduled for a time which does not present adverse conditions.
- (4) *Holiday Operations.* The Concessioner is authorized to close operations on Thanksgiving, Christmas Day, and New Years Day and is authorized to close operations at noon the day before Thanksgiving, Christmas Eve, and New Years Eve. If the Concessioner chooses to provide an annual employee party, the Concessioner may close early on one day; however, the Concessioner must provide notification to the Service **at least 14 days in advance** of the closure. The Concessioner must post signage announcing all holiday closures at least **at least 14 days in advance**.

- (5) *Weather or Emergency Closures or Cancellations.* In the event of a weather emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff as identified on the contact list provided to the Concessioner. Concessioner also must notify the Concession Management staff of unscheduled closures or cancellations for any non-weather events as soon as possible. The Service will give reasonable notice of any schedule changes it may initiate.

## **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* The Service ensures Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided in the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate approval method is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified rate approval methods has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. A copy of each is available on the [Commercial Services website](#).
- (a) Competitive Market Declaration ("CMD"). Rates for guided raft trips, all marina services, boat rentals, lodging stationary houseboats (floatels), food and beverage, retail, campground, and automobile services, as well as all authorized services are set using the CMD rate method.
- (b) Hoover Dam Secure Zone Launch Reservations and Permit Fees. The Concessioner must submit its proposed fee to the Service for approval, which must include any entrance fees charged to the Concessioner by the Bureau of Reclamation ("BOR"), as well as Area entrance fees. The Service also reserves the right to base these rates on comparability in situations when comparable services are available.
- (2) *Rate Submittal and Approval Process*
- (a) Rate Requests. The Concessioner must submit a request for its initial rates for the Hoover Dam Secure Zone Launch Reservations and Permit Fees, in writing to the Service, **within 30 days after the Contract effective date** and no later than **January 15** for the upcoming year.
- (b) Rate Approval Timeframes & Implementation when Service Approval is Delayed. The Service will follow the rate approval timeline as outlined in the [Rate Administration Guide Addendum](#), Section 4(A). Additionally, if the Service does not meet the timeframes identified in Section 4(A), the Concessioner may implement requested rates, as described in Section 4(B).
- (c) Management of Rates under the CMD Method. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- *Rate Adjustment.* The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
  - *Concessioner Rate Monitoring Plan.* **Within 60 days after the Contract effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it

will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:

- ◆ Monitoring by service type
  - ◆ Competitors by service type
  - ◆ How it will track competitor pricing
  - ◆ What its strategy is for pricing against competitors
  - ◆ How it will monitor utilization
  - ◆ How it will monitor visitor satisfaction for each service type or classification (e.g., Basic, Mid-Scale lodging, etc.).
- *Service Rate Monitoring.* The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (d) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).
- (3) *Published Rates and Compliance.* Rates must be posted for each service type, posting can include written and web-based advertising, brochures and other Concessioner promotional materials, price tags, menus and posted rate sheets, Concessioner telephone reservation systems, third-party booking agents, and rack rates posted in rooms.
- (4) *Deposit and Cancellation Policies.* The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses considered as competitors (as outlined in the Concessioner's Rate Monitoring Plan required above). The Concessioner must provide in all rate information the conditions under which deposits are refunded or cancellation fees charged.
- (5) *Reduced Rates for Government Employees.* Goods and services will not be provided to government employees, who are not on official business, or their families without charge or at reduced rates unless equally available to the public. As part of the Service's Concessioner Review Program, the Service may audit the Concessioner's programs, and when it does not impact capacity, government attendance will not be considered participation and must not be charged.
- (6) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.
- (7) *Changes to Rate Methods*
- (a) Changes initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
  - (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method **at least 60**

**days prior to the date the next rate request is or would be due.** A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).

### C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates, to the extent feasible, and pass them through to the consumer.
- (3) *Environmental Purchasing.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible. Additional information regarding [Environmental Management and Other Tools](#) can be found on the Commercial Services website.

### D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all 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. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the Concessioner 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 and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by 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 Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
  - (a) Administrative Compliance Evaluation Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
  - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.

- (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code. These reports are used in preparing the Public Health Program Evaluation Report and rating.
  - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating consider compliance with the Service 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 may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Environmental Management Program ("EMP"). This evaluation and rating consider compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
  - (b) Fire Inspections. The Service may conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
  - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.
  - (d) Interpretive Audits. 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.



## E) General Policies

### (1) *Facilities Use*

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract without written permission from the Service.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
- (c) Quiet Hours. The Concessioner must inform visitors of hours from 10:00 p.m. to 6:00 a.m. and must enforce these hours within all Concession Facilities, including employee housing.
- (d) Assigned Facility Keys. The Service will assign keys to the Concessioner for the term of the Contract. The Service will retain an extra set of facility keys in the Interagency Communication Center.
- (e) Webcams. The Service reserves the right to install webcams or other associated technology on any Concession Facilities in the Area.

- (2) *Checkout Counter Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).

- (3) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and submitted to the Service for review and approval **within 60 days after Contract effective date**. Procedures for the handling of lost and found property must conform to [Directors Order 44](#), [Personal Property Management Handbook #44](#), and [41 C.F.R. §101-48](#).

### (4) *Vehicles and Parking Used in Connection with Operation*

- (a) Identification. The Concessioner must include its name and logo on every vehicle.
- (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws.
- (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids. All other vehicle maintenance activities must take place outside the Area.
- (d) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, vessels, and equipment in a safe, organized manner. The Concessioner must always maintain egress in or out of the Service-approved designated area.
- (e) Abandoned Vehicles, Vessels, or Equipment. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, vessels, or equipment, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner, but no longer than 30 days from identification.
- (f) Accessible Parking. The Concessioner is assigned, and must maintain, one ADA compliant visitor parking space associated with the Concession Facilities.

### (5) *Deliveries*

- (a) General. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.

- The Concessioner must comply with oversized vehicle restrictions and regulations as set for in the Superintendent's Compendium, for which a copy is available upon request.
- (b) Commercial Fuel Deliveries. The Concessioner must ensure the following for fuel deliveries.
- All fill ports always remain locked, except when filling tanks.
  - The fuel vendor must contact the Concessioner for access to fill port and contact the Concessioner upon completion before leaving the area.
  - Before fueling, the Concessioner must verify fuel vendor's license/bond/insurance and quantity of fuel order through tank records.
  - Concessioner must ensure no spills have occurred.
- (6) *Telephone Services*. The Concessioner will provide public phone service in a common area within the Concession Facilities at Willow Beach during operating hours.
- (7) *Integrated Pest Management*. The Concessioner must develop and implement an integrated pest management ("IPM") program to manage harmful insects, animals, plants, and other vectors at Concession Facilities. The IPM must be received approved by the Area's IPM coordinator. The Area may conduct IPM inspections covering vector control and exclusion practices, pesticide application practices, and other aspects related to pest management.
- (8) *Protection of Cultural, Historic, and Archeological Resources*. The Concessioner must ensure the protection and preservation of all cultural, historic, and archeological resources and operate and manage such resources in accordance with Applicable Laws.
- (a) Changing or Disturbing Resources. The Concessioner, its employees, agents, and contractors, must not change, disturb, or damage protected sites and archeological resources within the Area, except in accordance with Applicable Laws and only with the prior written approval of the Service.
- (b) Discoveries. The Concessioner must promptly report to the Service the discovery of any archeological resources and must cease work or other disturbance which may impact any protected site or archeological resource until the Service grants approval, to continue such work or other disturbance.
- (c) Prohibited Actions. The disturbing or taking of natural, cultural, or archeological resources is prohibited, including living or dead fish and wildlife not directly associated with legal fishing or hunting activities, including antlers or nests; plants or the products thereof; non-fossilized and fossilized paleontological specimens, cultural, or archeological resources; and mineral resources.
- (9) *Interactions with Wildlife*
- (a) Feeding wildlife within the Area is prohibited and the Concessioner must advise visitors of this prohibition.
- (b) The Concessioner will not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
- (c) The Concessioner and employees will notify Area Dispatch immediately regarding any issues with wildlife or sightings that need immediate attention.
- (d) Hunting and fishing are allowed in the Area. Hunting is not allowed within 1-mile of any developed area. A fishing license is required in accordance with State law. Further guidance, including appropriate regulations for hunting and fishing is available from the Service.
- (10) *Pet Waste Collection*. The Concessioner must establish pet waste collection stations at various locations within the Concession Facilities to ensure proper disposal of pet waste by the visitors to the Area. Pet waste stations must include, but are not limited to, proper signage describing the

- process, necessary materials to pick up pet waste, and disposal location. Costs associated with pet waste collection must be borne by the Concessioner.
- (11) *Visitor Satisfaction and Monitoring.* The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitor access the electronic version or provide an adequate supply of hard copy surveys. The Concessioner must submit its plan for this system within **30 days of the Contract effective date.**
- (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
  - (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
  - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
  - (d) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints (from electronic and hard copy surveys) in a format to be defined by the Service. The monthly report is due by the **15th of the month** following receipt, and the annual report is due on **January 31**. The Concessioner must provide individual comments upon request.
  - (e) The Service is developing standard customer satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.
- (12) *Special Events.* During periods of low occupancy, the Concessioner may submit to the Service proposed special events that support, and are directly related to, Area resource education themes. In accordance with current Service Policy, the Service will review and approve proposed special events before the events are scheduled. Requests for special events must be submitted at least 30 days in advance of the intended effective date.

## **F) Human Resource Management**

- (1) *Area Entrance Passes.* The Concessioner must contact the Fee Office to obtain Area entrance passes for all employees. The Concessioner must maintain a tracking system for passes issued and appropriate distribution and collection upon termination of employment. All Area entrance passes are the property of the U.S. Government, and the Concessioner must adhere to the Area's Standard Operating Procedure for Area Entrance Passes, available upon request.
- (2) *Employee Hiring Procedures*
  - (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive or security-sensitive position (e.g., marina and guide staff) or positions where federal or state law requires, to participate in a State accredited drug testing program. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report such use and subsequent action to the Chief Ranger's Office or to a Service Law Enforcement Officer or Special Agent (Investigator) and

the Commercial Services staff. These reports must be completed within 48 hours of discovery of illegal actions.

- (b) Background Checks. The Concessioner must ensure background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner cannot hire someone showing any active wants or warrants (current fugitive from justice). The Concessioner must formally inform employees, and potential employees, that any individuals required to register with the appropriate law enforcement agency in accordance with Nevada and Arizona Criminal Code (sex offenders), must also register with the Chief Ranger's office. The Concessioner must submit these policies **within 60 days of the Contract effective date** for review by the Service prior to implementation, including any updates or amendments that substantially change the previously reviewed and approved policies.
  - (c) Driver and Vessel Operator Requirements. Drivers of all Concessioner-owned vehicles must have a valid license for the size and class of vehicle being operated per state law. Drivers of those vehicles must also meet any additional state of Nevada and Arizona requirements established for the type of vehicle driven or number of passengers carried. Operators of Concessioner-owned vessels must have the appropriate qualifications and licenses for each type of vessel. Raft and boat operators must comply with all state of Nevada and Arizona boating laws, and National Park Service and U.S. Coast Guard requirements.
  - (d) Service Employees. The Concessioner must not employ in any status a spouse or dependent of the Superintendent, Deputy Superintendent, Commercial Services staff, or U.S. Public Health Consultant. The Concessioner must not employ in any status a Service employee, their spouse, minor child, or any other household member without the Service's written approval.
- (3) Training. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days after Contract effective date**, and when revised.
  - (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, training on the Concessioner's Environmental and Risk Management Programs, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:
    - Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
    - Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. Direction and emphasis on this program must incorporate the Service's Foundations of Interpretation document as well as the Area specific interpretive themes in the Long-Range Interpretive Plan, each of which are available upon request.

- Wildlife, Fish, and Vegetation Management. The Concessioner will provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods, identification of noxious weeds, and becoming acquainted with fishing regulations.
  - Boating and Water Safety Training. The Concessioner will provide boating and water safety training to their marina employees and vessel pilots as appropriate. Boat rental employees must be fully versed in the Concessioner's most current boat rental safety orientation program and be able to demonstrate proper use of all safety equipment on each rental vessel and provide instructions on the appropriate method to put on and secure a lifejacket.
  - First Aid and Wilderness Responder Training. The Concessioner is required to have, at a minimum, one employee on duty always with cardiopulmonary resuscitation ("CPR"), first-aid, and blood borne pathogen training and is encouraged to allow other employees to attend emergency response training. The Concessioner is encouraged to allow all employees to attend Automatic External Defibrillator trainings. If the Concessioner provides Service approved tours in wilderness areas, the Concessioner must provide at least one employee with a current Wilderness First Responder certification in addition to CPR training to accompany tour participants for each excursion into wilderness areas. Documentation of current training must be submitted to the Service upon request.
  - Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including the most recent edition of the U.S. Public Health Service Food Code.
- (4) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the county sheriff's office in accordance with Washington State RCW 9A.44.130 (sex offenders and kidnapping offenders), must also register with the Chief Ranger's Office.
- (5) *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.

#### **G) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of Arizona firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office regarding relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of Arizona firearm possession laws regarding its operation for review **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession related to concession activities.
- (3) Concessioner employees must not possess firearms while on duty or within structures in the Area. The Service may grant exceptions to this prohibition upon consideration of a written

request from the Concessioner with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

## 5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate in accordance with the operating standards as provided on the [Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. During the Contract term, the standards identified below for each service type may be updated, and the Concessioner must ensure it has the most updated version. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exemptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

### A) Guided Water Float (Raft Trips)

- (1) *Minimum Operating Standards.* The Concessioner must provide guided raft trips in accordance with the Guided Water Float (10-GWF) standards.
- (2) *Exemptions or Additions to Guided Water Float Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
38	Pre-Boarding Areas	Addition	The Concessioner is responsible for transporting passengers to the following launch sites: <b>Black Canyon (Required Service):</b> transport all passengers to the launch site and from the Willow Beach terminus point, returning to the point of origin. <b>Eldorado Canyon (Authorized Service):</b> via Nelson's Landing the Concessioner must transport all passengers to and from launch site, returning to point of origin.
39-42	Launch Facilities (Public Signs, Lines/Ropes, Dock/Decking, Boat Ramp)	Exemption	These are evaluated as part of the Marina operation.
43	Vessels	Addition	Rafts must be maintained per industry standards and in compliance with the <i>Memorandum of Agreement between the U.S. Coast Guard and the National Park Service regarding recreational boating and passenger vessel safety in Lake Mead National Recreation Area, Glen Canyon National Recreation Area, and Grand Canyon National Park</i> ("Vessel Oversight Program Agreement").
44	Inspection	Addition	Per the Vessel Oversight Program Agreement, and the <i>Float Trip Vessel White Water Vessel Inspection Book</i> ("Inspection Book") the Service will conduct annual topside evaluations of all paddlecraft and dry dock hull evaluations of all rafts every five (5) years. A copy of this Vessel Oversight Program Agreement and Inspection Book are available upon request and provides details regarding what the Service will evaluate.  The Concessioner must always keep on each raft, the annual statement of inspection issued from the Service along with the state registration.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
46	Additional Equipment	Addition	All additional equipment must meet safety standards in accordance with Applicable Laws, the Vessel Oversight Program Agreement, and the Inspection Book.
47	First Aid Kit	Addition	Kits must be available on all vessels.
48	Communication	Addition	The Concessioner must provide marine band radios on all raft trips.
51	Availability	Addition	<p>A minimum of one rest stop per trip must be provided and may be in conjunction with the lunch stop.</p> <p>The Concessioner is <b>authorized</b> to provide additional raft trips in the Eldorado Canyon. If the Concessioner provides this service, and the Service determines it is causing undue impacts, the Service may discontinue the authorized service.</p> <ul style="list-style-type: none"> <li>• The Concessioner may stop and beach at any of the three (3) locations marked on the map in Exhibit B-2. Additional locations may be considered at the request of the Concessioner but must be approved by the Service prior to implementation.</li> <li>• The Concessioner must submit a health and safety procedures plan for review and approval in advance of provide this service, including processes and procedures to ensure safe access to the raft trip and responding to emergencies when Service rangers are not available. Any modifications to this plan must be submitted to the Service for approval prior to implementation.</li> </ul> <p>The Concessioner is <b>authorized</b> to provide specialty charter raft trips, and other tours and events; however, these services cannot interfere with scheduled public tours and must be on established routes.</p>
58	Visitor Safety Orientation	Addition	The Concessioner must provide water, in a reusable bottle, to all passengers as part of the safety orientation.
59	Crew Safety and Security Responsibilities	Addition	Concession employees piloting rafts must be CPR certified.
60	Personal Flotation Devices	Addition	The Concessioner must provide Type I life preservers in a variety of sizes (adults and children).
61-63	Camping-Overnight Trips	Exemption	These standards do not apply.
65	Food and Beverage, Temperatures	Addition	<p>The Concessioner must provide a boxed lunch for all Black Canyon guided raft trips (required service) and may provide a boxed lunch for authorized guided raft trips or catered lunch for chartered or specialty raft trips.</p> <p>All boxed or catered lunches must comply with the U.S. Food Code and the National Park Service's <a href="#">Healthy Food Standards</a>.</p>
66	Noise	Addition	The Concessioner may use motors for maneuvering and navigation during the trip, in compliance with the <i>Lake Management Plan</i> (a copy of which is available upon request) and must be silenced, weather permitting, to allow the quiet enjoyment of the canyon.
69	Sanitation	Addition	The Concessioner must provide portable toilets in natural screened areas or provide screening, during all rest stops.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
71	Restricted Areas and Protection of Natural and Cultural Resources	Addition	The Concessioner may not use Gold Strike Canyon, Boy Scout Canyon, or the Arizona Hot Springs as rest stops. The height of the water determines other areas the Concessioner may use as rest stops.
72	Use Allocation	Addition	<b>Black Canyon (Required Service):</b> total passengers in per day must not exceed 300. <b>Eldorado Canyon (Authorized Service):</b> authorized a maximum of one trip per day and 150 passengers launching from Nelson's Landing. The Concessioner may provide additional raft trips, not to exceed three (3) per day, with prior written approval from the Service. If there is demand that merits increasing daily passenger limits, the Service may consider an adjustment based on impacts to staffing, visitors, and resources of the Area. The Concessioner must submit such requests <b>at least 14 days in advance of need</b> to allow for review and response.
75	Interpretive Services Content	Addition	The Concessioner must provide interpretive programming on all regularly scheduled guided raft trips and should include education and promotion of Black Canyon between Hoover Dam and Willow Beach as part of the national system of water trails. The Concessioner must develop its interpretive programming with the Service and the Service must approve in advance of use. The Concessioner must review programs on an annual basis to ensure information is current and relevant, any changes must also be approved by the Service. Interpretive themes, include but are not limited to: <ul style="list-style-type: none"> <li>• Natural resources and history: geology, Colorado River, endangered and invasive species, flora, fauna, water quality, climate change, drought, etc.</li> <li>• Cultural resources and history: early settlement by Native Americans, modern exploration and development, Hoover Dam, water use, etc.</li> </ul>
N/A	Parking and Idling of Vehicles	Addition	Concession vehicles waiting at Willow Beach to pick up raft trip passengers may only idle at Last Chance Wash for a maximum of five (5) minutes. Concessioner buses are not permitted to idle with motors running for more than five (5) minutes at the parking area in front of the store.
N/A	Loading and Unloading	Addition	The Concessioner may use the dock in front of the store for unloading passengers and their personal belongings. Paddlecraft trips may load and unload at public launch area at Willow Beach.

## B) Hoover Dam Secure Zone and Reservation System

- (1) *Bureau of Reclamation Permit and Secure Zone Access.* Bureau of Reclamation ("BOR") requires a separate permit or operating agreement for the use of the access road and launch site and the security screening of passengers' hand baggage (e.g., backpacks). The Concessioner must comply with established BOR and *Lower Portal Road Launch Security Policy and Procedures*, a copy of which is available from the Service, when accessing the Hoover Dam secure zone for the raft and paddlecraft launch site.



- (a) Private vehicles are not authorized on the Lower Portal Road accessing the Hoover Dam secure zone and launch site.
- (b) Authorized CUA holders must provide shuttle service for their paddlecraft launches within the Hoover Dam secure zone.
- (c) The Concessioner must provide launch escort services to the launch site for its guided raft trips, private paddlecraft users, and equipment within the Hoover Dam secure zone. The Concessioner must procure a meet up site shuttle vehicle boarding that can accommodate parking for all guided raft trip and paddlecraft clients. The Concessioner must obtain prior approval from the Service for any proposed location within Area boundaries. The Concessioner may not construct Capital Improvements, as defined in Section 8(a) of the Contract, within the Area. Any investments or improvements the Concessioner chooses to make outside of the Area must not result in any liability to the United States for the improvement or investment or any associated costs or expenses or obligate the United States to otherwise compensate the Concessioner for that improvement or investment.
- (2) *National Security.* Conditions may exist whereby national security concerns within the lands withdrawn for Hoover Dam’s security zone may not permit use of the access road and launch site during the term of this Contract; therefore, modifications to the launch procedure may occur.
- (3) *Communication with BOR.* BOR will notify the Concessioner directly if scheduled operations are not to be permitted for any reason and the Concessioner must immediately notify the Service if scheduled operations are interrupted. Operations by the Concessioner within the Hoover Dam Security Zone may be suspended under Section 16(a) of the Contract effective simultaneously with any suspension of such operations by BOR and without any notice beyond that furnished by BOR or further action by the Service. No compensation of any nature will be due the Concessioner by the Service in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures because of the suspension.
- (4) *Reservation System and Fees.* The Concessioner must provide a reservation and permit system for all visitors and Commercial Use Authorization (“CUA”) holders launching from within the secure zone of Hoover Dam. This reservation and permit fee includes a Bureau of Reclamation fee, an Area entrance fee, and a Service approved reservation service fee for the Concessioner.
- (5) *Launch Allocations.* The maximum number of paddlecraft permitted to launch per day is 45 and no more than 15 paddlecraft may launch at each of the following required launch times: 7:00 a.m., 8:00 a.m., and 9:00 a.m.

**C) Marina**

- (1) *Minimum Operating Standards.* The Concessioner must provide marina services in accordance with the Marina Standards (10-MAR).
- (2) *Exemptions or Additions to Marina Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.
- (3) *Lake Use Fee Sticker.* All motorized vessels operating within the Area must pay a Lake Use Fee and obtain a Lake Use Fee sticker. The Concessioner is required to confirm vessels moored or dry docked at Concession Facilities have paid the required Lake Use Fee and have a current Lake Use Fee sticker and report any non-compliance to the Service.
- (4) *Law Enforcement Slip.* The Concessioner must provide a slip within the limited access area for one law enforcement vessel and must clearly mark it as “NPS Emergency Use Only”.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-12; 15-	Marina Office –	Exemption	These standards are evaluated in this shared facility as part of

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
<b>18; 19-23</b>	Exterior; Safety		the Retail operation.
<b>24</b>	Boat Ramp	Exemption	This standard does not apply.
<b>25</b>	Courtesy / Transient Docks	Addition	The Concessioner is required to provide two courtesy moorages for the loading and unloading of visitors and their equipment separate from the maintenance and preparation area. Courtesy moorage must not be used for overnight moorage.
<b>27</b>	Hoists and Travel Lifts	Addition	All hoists must be approved and installed by the Concessioner.
<b>28</b>	Dry Boat Storage	Addition	The Concessioner must maintain a security system to prevent unauthorized access or use.
<b>29-39</b>	Restrooms / Showers / Laundry	Exemption	These standards do not apply to the required Marina services; public restrooms are evaluated as part of the Retail service.
<b>83</b>	Fire Suppression Systems	Addition	The Concessioner must ensure power connections from the shore power to the vessel are approved by NFPA guidelines.
<b>103</b>	Private Sales	Addition	Wet slips must not be sold by the slip renter and the sale of a boat must not include the value of or encumber the slip.
<b>108</b>	Other Services	Addition	<p>The Concessioner must provide boat towing.</p> <p>For a fee, the Concessioner may provide chase boat and emergency fuel service and executive services, including but not limited to, boat launch and retrieval; loading and unloading of equipment and supplies; grocery shopping and stocking; vessel cleaning and detailing; trip preparation including re-fueling and sewage pump-out.</p> <p>The Concessioner may provide shuttle services for: guided raft trip passengers who leave their vehicles at Willow Beach prior to launching at Hoover Dam; paddlecraft visitors and their supplies; and for visitors to area hotels.</p>
<b>110</b>	Maximum Boat Size	Addition	<p>Private vessels over 75' length and 25' beam measurements are not allowed.</p> <p>Only one boat or houseboat may be registered to each slip, whether permanent or transient. A personal watercraft (PWC) may be registered in addition to the primary boat or houseboat.</p>

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
111, 112	Occupant Management (Permanent), (Transient)	Addition	<p>The Concessioner must provide its boat slip and dry storage rental agreement to the Service for approval, <b>at least 30 days prior to implementation</b> and submit any changes for approval thereafter.</p> <p>Rental agreement lengths may be on a seasonal, month-to-month, or overnight basis.</p> <p>All rental agreements for slip and dry storage must include, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>• All vessels must pay and have a current Lake Use Fee sticker. Any slip renter without a sticker on its vessel must be notified and obtain a current Lake Use Fee sticker within 90 days' notice of noncompliance or the rental agreement will be void and the vessel will be removed from the slip.</li> <li>• Requirements from the <i>Quagga Mussel Response Plan</i>.</li> <li>• Renter's confirmation of the following: vessel is for non-commercial, recreational use by owner; must not be used for any business, including rental or timeshare; must not be used as a domicile or residence and must require the renters residential/ mailing address(es) and telephone number(s). This does not preclude fractional ownership of vessels.</li> <li>• Renter's confirmation of the following: other than minor maintenance, including changing propellers, major or extensive repairs are prohibited in slips or in dry storage; dry storage renters must relocate vessels to a proper facility for major/extensive repairs; slip renters must provide a current certificate of insurance, listing the Concessioner/marina as an additional insured and the insurance company must notify the Concessioner if insurance is discontinued; and slip renters are encouraged to use environmentally preferred products.</li> </ul> <p>The Concessioner must retain these rental agreements for five (5) years and make them available to the Service upon request.</p>

**D) Boat Rentals**

- (1) *Minimum Operating Standards.* The Concessioner must provide boat rentals in accordance with the Boat Rental Standards (10-BOA).
- (2) *Exemptions or Additions to Boat Rental Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-11; 12-19; 20-24; 25-33; 34-45	Rental Facility – Exterior; Public Areas – Interior; Safety; Dock/Launch Facilities; Maintenance Area / Building	Exemption	These are evaluated as part of the required Marina services.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
46	Watercraft	Addition	<p>The Concessioner must provide motorized (fishing, speed, pontoon boats) and non-motorized (paddlecraft) rental boats. The variety and type of rental boats may fluctuate based on customer demand but must not exceed 22 x 75 feet. The Concessioner may choose to rent personal watercraft (PWC) as part of its rental fleet, with prior written approval from the Service.</p> <p>Regarding the use of motorized rental vessels, the Concessioner must comply with the Superintendent's Compendium and Lake Management Plan regarding where and when motorized vessels are permitted.</p> <p>The Lake Management Plan requires all rental boat engines operating within the Area to meet, at a minimum, the 2006 Environmental Protection Agency (EPA) emission standards.</p> <p>All rental boats must comply with Applicable Laws regarding the discharge of blackwater (sewage) and greywater within the Area.</p>
63	Deposits	Addition	<p>The Concessioner may require insurance deposits in the event of damage of the rental boat by the visitor but must clearly articulate, in advance of rental, to the visitor.</p>
71	Boat Orientation	Addition	<p>The Concessioner must advise all visitors of the different boating regulations for the states of Nevada and Arizona and identify the boundary line of these two states (in the middle of the Colorado River from Hoover Dam to Willow Beach, and in the middle of Lake Mohave from Willow Beach to Davis Dam).</p> <p>Each visitor who has not previously rented from the Concessioner must, regardless of experience, view a boat safety video before operation. The Concessioner may waive the requirement provided the visitor can produce proof of completing an approved boating education course. A closed-captioning and multi-lingual safety video must be available for visitors with hearing disabilities and language translation. All instructional material (videos and printed instructor scripts) must be produced by a recognized boating safety association.</p>

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
N/A	Marine Sanitation Devices and Environmental Portable Toilets	Addition	<p>To rent any boat overnight, the rental boat must have a Marine Sanitation Device ("MSD") also known as an onboard toilet or environmental portable toilet. If the rental boat does not have an MSD or environmental portable toilet, it may only be rented in conjunction with a rental boat with an MSD or environmental portable toilet. MSDs must be Type III (U.S. Coast Guard certified to no-discharge standard).</p> <p>The Concessioner must ensure visitors renting boats for multiple days take the boat to the closest marina facility to pump-out the MSD every other day.</p> <p>The Concessioner is required to sell environmental portable toilets and may rent them. If the Concessioner rents environmental portable toilets, the Concessioner must establish Service-approved procedures for the cleaning, sanitation, and return of rentals that confirm to all Applicable Laws and regulations for waste management.</p> <p>Restrooms and dumpsters are not acceptable facilities for emptying portable toilets and the Concessioner must designate an area for the return of emptied portable toilets.</p>
N/A	Chase Boat and Emergency Fuel	Addition	The Concessioner must always provide chase boat and emergency fuel service when its rental fleet is used.
N/A	Chase Boat for Rental Fleet	Addition	<p>The Concessioner must establish response procedures for its chase boats, including trained personnel commensurate to response, obtaining location and identification of the visitor, and establishing the nature of the problem.</p> <p>Chase boats must be dispatched upon request during daylight hours, except in severe weather conditions, at which time the Concessioner must immediately contact the Area's Interagency Communication Center.</p> <p>Chase boats must be underway within a reasonable time of request and advise vessels needing assistance of approximate time of arrival within 30 minutes of the anticipated arrival.</p>
N/A	Oil for Rental Fleet	Addition	The Concessioner must purchase, in bulk, all oil for outboard engines on its rental fleet.

#### E) Lodging (Stationary Houseboats)

- (1) *Minimum Operating Standards.* The Concessioner must provide stationary houseboat lodging in accordance with the Houseboat Rental Standards (10-HOU). The Concessioner must provide three (3) moored, non-motorized houseboat units for rental as transient lodging units.
- (2) *Exemptions or Additions to Houseboat Rental Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-11; 12-18; 19-23; 24-39; 40-49, 50-59	Rental Facility – Exterior; Public Areas – Interior; Safety; Maintenance Area / Building; Fuel; Dock Facilities	Exemption	These are evaluated as part of the Retail or Marina operations.
60	Maximum Boat Size	Addition	The maximum size of the floatels is 75 feet in total length and 22 feet total beam, in accordance with the Superintendent's Compendium. There is no minimum size requirement.
124-125	Boat Towing, Chase Services	Exemption	These standards to no apply.

**F) Food and Beverage**

- (1) *Minimum Operating Standards.* The Concessioner must provide food and beverage service at in accordance with the Fast Casual (10-FBC) standards, which are available on the [Commercial Services website](#), including the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Food Safety Certification.* The Concessioner must always have at least one full-time certified food safety manger on duty. At a minimum, the Food and Beverage Manger must have a current ServeSafe Food Protection Manger by the National Restaurant Association, or an equivalent certificate. All food service employees must have a current food handler's card, issued by a state, county, or local health department.
- (3) *Menu Development and Submission.* **Within 30 days after Contract effective date**, the Concessioner must submit its proposed menu and when there are substantial changes.
- (4) *Exemptions or Additions to the Upscale Food and Beverage Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
39	Condiments	Addition	The Concessioner must use bulk dispensers.
N/A	Facility Use	Addition	The Concessioner is not permitted to use the food and beverage operation to provide any service outside the Area boundaries.

**G) Retail**

- (1) *Minimum Operating Standards.* The Concessioner must provide retail service in accordance with the Retail Standards (10-RET).
- (2) *Exemptions or Additions to the Retail Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
14	Public Restrooms	Exemption	These are evaluated as part of the Fast Casual Food and Beverage standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
19	Ice/Vending	Addition	Machines which charge for timed services including, but not limited to, air dispensers, must clearly indicate the amount of time provided for each unit of money required.
37-38	Food Preparation Area; Hand Washing Stations	Exemption	These standards do not apply to the Retail operations.
50	ATM Machines	Addition	If the Concessioner installs an ATM, the location of the ATM must be approved by the Service. Income from the ATM must be included in the Concessioner's gross receipts.
53	General Merchandise	Addition	The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes. The Concessioner must submit the plan for approval no later than <b>120 days after the Contract effective date</b> . At a minimum, the plan must clearly describe the categories and types of products approved for sale.  The Concessioner must provide boating safety equipment for sale (e.g., life jackets, throw ring, whistle, horn, bell, fire extinguishers, etc.) and Service approved portable toilets. The Concessioner must provide a wide range and selection of boat accessories and parts, made available at various pricing levels to meet the needs of the boating public within the Area.  The Concessioner may sell fully cured firewood from outside the Area. The Service encourages the use of lower emission composite fuels, when possible.
59	Alcohol	Addition	Sale of packaged alcohol is authorized.
60	Internet Sales	Addition	All revenues from internet sales must be included in the Concessioners financial reporting (Annual Financial Report and Section 12(B), Operational Statistics by Service type).
N/A	Batteries	Addition	The Concessioner must maintain a control record for the sale and disposal of automobile/marine batteries.

#### H) Campground (RV and Tent)

- (1) *Minimum Operating Standards.* The Concessioner must provide RV and tent camping services at the Log Cabin campground in accordance with the Campground Standards (10-CAM).
- (2) *Exemptions or Additions to Campground Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
23-35	Maintenance Areas	Exemption	These are evaluated under the Marina standards.
36-46	Comfort Stations	Addition	The Concessioner must provide coin operated public showers and laundry. The Concessioner must post the price per minute(s) for the showers and drying and price per load for the washers.
52, 61	Amphitheater; Ice/Vending	Exemption	These standards do not apply to the required campground service.
66	Availability	Addition	The Concessioner must accept reservations on a 12-month forward rolling basis. The Concessioner may charge an Area-approved non-refundable reservation fee.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
69	Length of Stay	Addition	The maximum length of stay within the tent camping section, per person or party of the same individuals, whether private, commercial, or non-profit, is 30 days at a time, not to exceed 90 days per year. After the 30-day limit is met, campers may not return to the same campground for 30 days. Occupancy of the RV Park is limited to 90 days in a consecutive 12-month period. If there is no waiting list, site occupancy may be extended 30 days at a time, not to exceed 180 days in a calendar year.
74	Hours of Operation	Addition	Posted signs, indicating hours of operation, must also include information regarding emergency services, and after-hours emergency contact information, including 911 dialing instructions.
75	Registration	Addition	Registration is completed at the Marina store.
77	Authorized Use	Addition	Group site reservations must contain information regarding campground regulations, group size limits, and vehicle size limits. Campground staff must check campsites daily and enforce these restrictions.

**I) Automobile Services**

- (1) *Minimum Operating Standards.* The Concessioner must provide Automobile Service in accordance with the Automobile Service Standards (10-AUT).
- (2) *Exemptions or Additions to Recreational Equipment Rental Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
12-23, 36-47, 53-54	Public Areas – Interior; Garage / Auto Repair; Propane; Towing	Exemption	These standards do not apply to the required automobile service.
26	Fuel Dispenser	Addition	The fuel island must be a self-serve and self-pay service, available on a year-round, 24-hour basis. Only minor vehicle maintenance (e.g., battery replacement, adding oil, antifreeze, and windshield washer fluid) is permitted.

**J) Employee Housing**

- (1) *Minimum Operating Standards.* The Concessioner must provide employee housing at the Willow Beach developed area. Included in the Concession Facilities is one-duplex with two housing units and four RV/trailer sites with full hookups. The Concessioner must provide all housing in accordance with the Employee Housing Standards (10-EHO).
- (2) *Exemptions or Additions to Employee Housing Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.



Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
61	Pets	Addition	The Concessioner must ensure the Area's Standard Operating Procedure ("SOP") 704, Ownership of Pets, is followed within the Area for both full-time and seasonal employees. A copy of SOP-704 is available from the Service.
70	Approved Rates	Addition	The Concessioner must manage the room and board account for employees on a break-even account to the greatest extent possible. The Concessioner should ensure that employee room and board charges do not exceed earnings because of mandatory reduction of work.

## 6) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [Commercial Services website](#).

### A) Documented Environmental Management Program

The Concessioner must submit an initial EMP to the Service **within 60 days after Contract effective date** and no later than **December 31** annually thereafter. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

### B) Environmental Reporting

The Concessioner will submit to the Service at least annually, by **February 1**, an inventory of all waste streams generated by the Concessioner under this Contract. The waste stream inventory will include solid waste streams, hazardous waste streams, and items diverted for recycling, composting, or other such use. Additionally, the waste stream inventory will be in appropriate detail to distinguish for specific materials, such as plastics and food waste, and will include any documents, reports, monitoring data, manifests, and other documentation required by applicable laws regarding waste streams.

### C) Quagga Mussel Management

The Service will provide guidance, oversight and inspections relating to the Lake Mead National Recreation Area's *Quagga Mussel Response Plan*. The Concessioner must provide vessel information, inspection, washing and other related records and reporting to the Service as directed by the *Quagga Mussel Response Plan*, a copy of which is available from the Service.

The Concessioner must ensure that specific information on the mitigation and containment of quagga mussels is included in all slip rental agreements and that signage is posted on each arm of the marina, as well as at all marina access gates. Any boat slipped longer than five (5) days must schedule a mussel inspection with a trained concession employee. If mussels are present, the vessel must be hot water washed and all mussels removed before leaving Willow Beach. The Concessioner is required to have, at a minimum, one staff member that is trained in accordance with Watercraft Inspection Training Level II (WIT). Hot water washes must be performed by an employee that has passed the WIT Level I training or has been trained by someone who has completed WIT Level II training. Arizona state laws include mandatory drying periods when moving vessels from any infested waters. Boaters must comply with current State of Arizona invasive species regulations, found on the [Arizona Game and Fish, Aquatic Invasive Species website](#).

There must be strict adherence to procedures for bringing in or taking out any equipment that comes in contact with the water. Any equipment, docks, structures, or anything with mussels attached must be hot water washed and ensured that all mussels have been removed before they are sold or transported out of Willow Beach. Since quagga mussel mitigation procedures may change, please contact the Service quagga mussel coordinator at (702) 467-3248 for the most current information.

## 7) RISK MANAGEMENT PROGRAM

### A) Documented Risk Management Program

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program ("RMP") that is in accordance with the Service Risk Management Program Standards for Concessioners, found on the [Commercial Services website](#) under Concessioner Tools. The Concessioner must submit its initial documented RMP to the Service within **120 days of the Contract effective date** and no later than **December 31** annually thereafter. The Concessioner must update its RMP to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

### B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner should incorporate these plans into its RMP but must provide them to the Service, upon request.

### C) Acknowledgement of Risk Forms

- (1) The Concessioner may require clients participating in activities or renting equipment to sign an Acknowledgement of Risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract).
- (2) The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
- (3) **At least 30 days in advance of need**, the Concessioner must submit to the Service for review and approval all Acknowledgement of Risk forms it proposes to require visitors to sign or use in its operations and all proposed changes to any Acknowledgement of Risk forms previously approved by the Service. The Concessioner may not use any Acknowledgement of Risk forms which have not been approved by the Service.

## 8) PROTECTION AND EMERGENCY SERVICES

### A) Law Enforcement

- (1) *Concessioner Responsibilities*. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.
  - (a) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Service may require the Concessioner to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc.
  - (b) The Concessioner-employed security personnel are empowered to enforce the Concessioner's employee policies and housing regulations.
- (2) *Service*. The Service, with the assistance from State and local officials as appropriate, provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service, with the assistance from State and local officials as

appropriate, handles all violations of Federal, State, County, or Service regulations or policies. The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area staff.

#### **B) Emergency Medical Care**

- (1) *Training and Reporting.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location. Any injury sustained by a visitor or employee in the Concession Facilities and all medical emergencies must be immediately reported to the Service.
  - (a) Life-threatening emergencies: 911 or (702) 293-8932 (911 calls are directed through Mohave County and then transferred to the Area).
  - (b) Non-emergencies: Park Dispatch (702) 293-8998
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at Willow Beach during operating hours. The Concessioner is encouraged to allow employees to be AED certified.
- (3) *Service Response.* The Service is responsible for emergency medical services. The Service will dispatch Rangers and emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

#### **C) Structural Fire Prevention, Protection, and Suppression**

All requirements regarding this topic are in Exhibit H (Maintenance Plan) to the Contract.

### **9) UTILITY RESPONSIBILITIES**

#### **A) Concessioner**

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service, including electricity, solid waste and recycling removal, phone, internet, and propane. The Concessioner must pay these providers directly.
- (3) The Service has reviewed projected operating and maintenance costs and amortized costs of capital improvements for these utility systems and services and the combined 2026 water and wastewater rate is estimated to be \$19.23 per 1,000 gallons. The Service anticipates that, on average, the utility rates will increase at least 3 percent (3.0%) per year over the term of the Contract. Should the Service complete capital improvement projects, not included in this calculation, the Service expects the utility rates may increase more than anticipated. However, if an unanticipated capital improvement project is completed, the utility rate to the Concessioner will not exceed 10% per year. The Concessioner is not authorized to charge a utility add-on.

#### **B) Service**

- (1) The Service provides water and wastewater service to the Concession Facilities in accordance with [Director's Order 35B](#) ("DO-35B").
- (2) The Service will bill Concessioner in accordance with Service Policy, including DO-35B, which requires utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service reviews its operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates 90 days prior to implementation of any change.
- (4) The Service may cease to provide a particular utility service if such service is commercially available, and the Service decides to switch to a commercial utility.

## 10) PUBLIC RELATIONS

### A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and 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  
Lake Mead National Recreation Area  
601 Nevada Way  
Boulder City, Nevada 89005

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

### B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

### C) Use of the National Park Service Authorized Concessioner Mark ("Mark")

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the Service's official 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](#) under Concessioner Tools.

### D) Advertisements, Promotional Material, and Social Media

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days prior to projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project. The Service may require the Concessioner to remove unapproved content or material. Promotional material distributed within the Area is restricted to Area services and facilities. The Concessioner's website must include a link to the National Park Service website and Lake Mead National Recreation Area.
- (2) *Social Media Postings, Comments, Photos, and Other Content.* All Concessioner social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery.

- (3) *Material*. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications*. The Area newspaper includes information on services provided by concessioners within the Area. The Concessioner must distribute the Area newspaper and brochure to visitors when the entrance station is closed.
- (5) *Statements*
  - (a) Authorization. Advertisements, promotional material, and social media sites must include the following statement Service-approved statement regarding providing services and facilities to the public within Lake Mead National Recreation Area: “(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (area name).”
  - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

## 11) VOLUNTEERS IN PARKS PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service’s “Volunteers-In-Parks” (“VIP”) program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

## 12) REPORTING REQUIREMENTS

### A) Operational Reports

- (1) *Employee and Management List*. The Concessioner must provide the Service with a list identifying key Concession management personnel with job titles and all current employees **within 30 days after the Contract effective date** and as significant revisions are made.
- (2) *Incident Reporting*. The Concessioner must immediately report the incidents listed below to the Area’s Interagency Communication Center at (702) 293-8998.
  - (a) Any fatalities and any visitor-related accidents or incidents.
  - (b) Property damage estimated to be over \$500.
  - (c) Employee or visitor injuries requiring more than minor first aid treatment.
  - (d) Any fires.
  - (e) Any motor vehicle accidents.
  - (f) Any incident that affects Area resources.
  - (g) Any known or suspected violations of the law.
- (3) *Rescue Reporting*. The Concessioner must communicate any rescues as soon as possible after the incident to the Area Interagency Communications Center and a follow-up written report (e.g., email or fax) to the Commercial Services office within 48 hours.
- (4) *Chase Boat, Towing, and Boat Washing Reporting*. The Concessioner must report to the Service, upon request:
  - (a) Chase boat and tow response, including cause, time, and date.
  - (b) Quagga required boat washing statistics in accordance with the Lake Mead NRA Quagga Mussel Response Plan.
- (5) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, including those transmitted by animals (e.g., Hantavirus, West Nile virus, Relapsing Fever, etc.) whether involving employees or visitors, to the Area’s Interagency

- Communication Center at (702) 293-8998 and the U.S. Public Health Consultant. 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. The Concessioner must maintain an illness reporting log and will make it available to the Service upon request.
- (6) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, all spills must be reported to the Interagency Communication Center at (702) 293-8998 and within 24 hours to the Area's Commercial Services office. The Concessioner will also call the following numbers, as required:
- (a) National Response Center: (800) 424-8802
  - (b) EPA, Region 9: (866) 372-9378 (toll free)
- (7) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days after receipt**.

#### **B) Operational Statistics by Service Type**

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due no later than **February 1**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Rate Monitoring Information*. As described in Section 4(B)(2)(d).
- (2) *Guided Raft Trips*
  - (a) Number of vessels per day and trip location.
  - (b) Number of passengers per vessel.
  - (c) Average revenue per passenger.
  - (d) Entrance fees due and the number of exemptions from entrance fees (e.g., Golden Age, Federal Lands, under 16, etc.).
  - (e) Conditions Observed. A report outlining conditions, issues, observations, or items of note on any guided raft trip, but specifically at Nelson's Landing.
- (3) *Hoover Dam Secure Zone Launch and Reservations*. Provide the number of entrance fees sold and the actual number of vessels launched.
- (4) *Marina Services*
  - (a) Number of slips rented (covered and uncovered) and revenue per slip.
  - (b) Available and occupied dry boat storage spaces and associated revenue.
- (5) *Boat Rentals*. Provide the following information broken down by type (e.g., fishing, ski, patio, etc.)
  - (a) Number of rental watercraft available by type and size of each.
  - (b) Number of rented watercraft including associated revenue by type and size.
  - (c) Average length of rental period.
  - (d) Turnaway demand by type, date, and reason (e.g., sold out, equipment not available, rate resistance, etc.).
- (6) *Houseboat Rental Lodging (Floatels)*
  - (a) Number of units available and number of units rented, daily.

- (b) Daily unit rental revenue and average daily rate.
- (c) Number of units out of service or out of order.
- (7) *Food and Beverage*. Provide the number of covers served for breakfast and lunch, with corresponding revenues, and average check by mealtime.
- (8) *Retail*
  - (a) Total revenue and revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel).
  - (b) Total number of transactions, average transaction.
- (9) *Campground*. Provide the following information by type (e.g., pull-through, back-in).
  - (a) RV and tent sites available and occupied.
  - (b) Total revenue and average daily rate.
  - (c) Average length of stay.
  - (d) Turnaway demand by day, date, and reason (e.g., sold out, inadequate hookups, rate resistance, etc.).
- (10) *Automobile and Water-based Fuel Services*
  - (a) Number of gallons sold by outlet by fuel type.
  - (b) Total revenues by outlet and fuel type.
  - (c) Records verifying the actual sales of marina fuel (through separate cash register key or similar system).
- (11) *Employee Housing*. Number of beds available and number of beds occupied.
- (12) *Other*
  - (a) Number of Lake Use Fees/boat stickers sold.
  - (b) Any other revenue per month (e.g., internet sales).

### C) Financial Reports

In addition to the Annual Financial Report ("AFR") required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e., lodging, food and beverage, retail, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format must be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Monthly Reports*
  - (a) Remittance Report. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees, authorized deductions, and a copy of the electronic confirmation identifying the account and amount transferred.
  - (b) Component Renewal Reserve Report. No later than the **15th of the following month**, the Concessioner must report on the Component Renewal Reserve for the preceding month.
- (2) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections for each business activity, initially **within 60 days after Contract effective date** and annually **60 days before the start of each new fiscal year**.

### D) Other Reporting

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs.

- The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data.* The Service may request the Concessioner provide data display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system, such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.
- (3) *Insurance.* The Concessioner must provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance renewal date and in accordance with the Contract. The Concessioner should ask its insurance provider to update the Concessioner's replacement costs every year and should include demolition and removal costs.

### 13) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

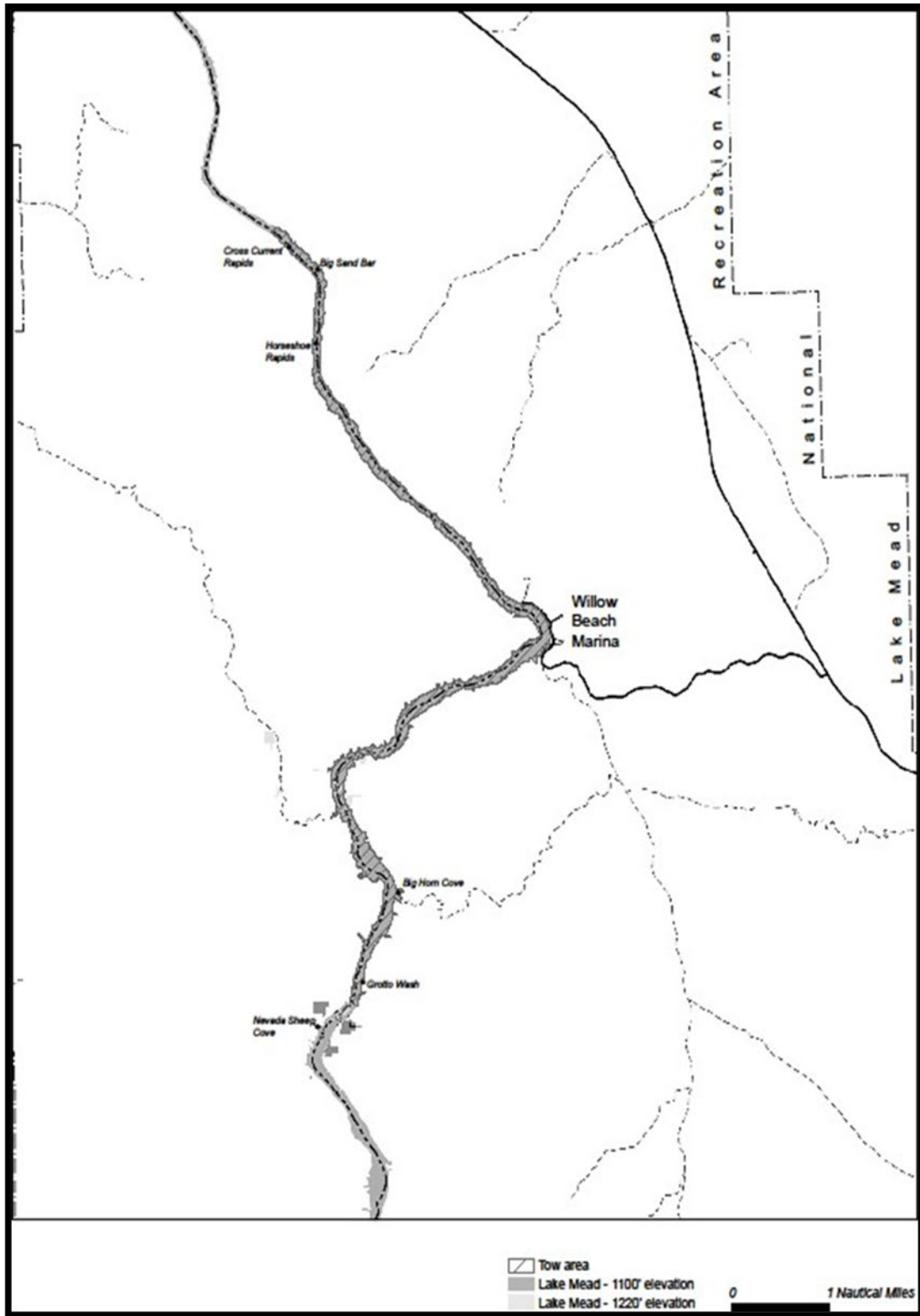
Title	Frequency	Due Date(s)
Acknowledgement of Risk Forms	Initial, Revisions	At least 30 days prior to need
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Balance Sheet	Initial	Within 90 days after Contract effective date
Budget	Initial, Annual	Within 60 days after Contract effective date; 60 days before the start of the new fiscal year
Component Renewal Reserve Report	Monthly	15 <sup>th</sup> of the following month
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual, Revised	Within 30 days after Contract effective date and when revised
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Environmental Reporting	Annual	February 1
Holiday Operations	As Necessary	At least 14 days in advance
Lost and Found Policy	Initial	Within 60 days after Contract effective date
Management/Employee Contact List	Initial, Annual	Within 30 days after Contract effective date; May 1
Menu Development	Initial	Within 30 days after Contract effective date
Merchandise Plan	Initial	120 days after Contract effective date
Operational Statistics by Service Type	Annual, Monthly	February 1; 15 <sup>th</sup> of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Menu	Initial	Contract effective date
Proposed Schedule of Operations	Annual, As Necessary	January 15; at least 14 days prior to proposed changes



<b>Title</b>	<b>Frequency</b>	<b>Due Date(s)</b>
Rate Monitoring Plan	Initial	Within 60 days after Contract effective date
Rate Requests	Initial, Annual	Within 30 days after Contract effective date; January 15
Remittance Report	Monthly	15 <sup>th</sup> of the following month
Risk Management Program	Initial, Annual	Within 120 days after Contract effective date; December 31
Survey and Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring Plan	Initial	Within 30 days after Contract effective date
Visitor Satisfaction and Monitoring Report	Annual, Monthly	January 31; 15 <sup>th</sup> of the following month

**Effective,** \_\_\_\_\_

**EXHIBIT B-1: CONCESSIONER BOAT TOWING ZONE MAP**



**EXHIBIT B-2: ELDORADO CANYON GUIDED RAFT TRIP AUTHORIZED BEACH STOPS**

The following map identifies the three approved beach stop locations for trips launched from Eldorado Canyon via Nelson's Landing. Locations are marked by a green dot with a black border.

