

**EXHIBIT B  
OPERATING PLAN**

**1) INTRODUCTION..... 1**

**2) MANAGEMENT RESPONSIBILITIES..... 1**

A) CONCESSIONER ..... 1

B) NATIONAL PARK SERVICE ..... 1

**3) GENERAL OPERATING STANDARDS AND REQUIREMENTS ..... 1**

A) SCHEDULE OF OPERATIONS ..... 2

B) AREAS OF OPERATION..... 2

C) RATE DETERMINATION AND APPROVAL PROCESS ..... 2

D) EVALUATIONS AND INSPECTIONS ..... 4

E) GENERAL POLICIES ..... 5

F) RESOURCE PROTECTION ..... 7

G) HUMAN RESOURCES MANAGEMENT..... 7

H) RISK MANAGEMENT PROGRAM ..... 9

I) ENVIRONMENTAL MANAGEMENT PROGRAM..... 10

J) PUBLIC RELATIONS ..... 11

K) VISITOR SATISFACTION ..... 12

**4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS ..... 12**

A) RIVER TRANSPORTATION AND CARGO HAUL OUT SERVICES ..... 12

B) GUIDED WATER TOUR STANDARDS (10-GWT) STANDARDS..... 15

C) INTERPRETIVE BOAT TOURS (AUTHORIZED SERVICE) ..... 17

**5) REPORTING REQUIREMENTS..... 17**

A) CONCESSIONER OPERATIONAL REPORTS..... 17

B) CONCESSIONER FINANCIAL REPORTING ..... 19

C) SUMMARY OF INITIAL AND RECURRING DUE DATES ..... 19

## 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 Canyonlands National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

The Service provides guidance materials and helpful resources for concessioners on the National Park Service Commercial Services website at <https://www.nps.gov/subjects/concessions/index.htm>.

## 2) Management Responsibilities

### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate one representative (on-site general manager) who:
  - (a) Has the authority and the managerial experience to operate the required and, if applicable, authorized services within the Area;
  - (b) Employs a staff with the expertise and training to operate all required and, if applicable, authorized services under the Contract;
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
  - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) The Concessioner must designate a backup representative in the absence of its primary representative.
- (3) Delivery of a current staff list, upon request of the Service, with all appropriate points of contact.

### B) National Park Service

- (1) The Superintendent of Canyonlands National Park is the Area manager with responsibility for all Service operations, including concessions operations. The Superintendent carries out the policies and directives of the Service including concession contract management.
- (2) The Concessions Management Specialist is the liaison between the Concessioner and all other park divisions. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates the Concessioner's activities relating to the Area. This includes:
  - (a) Evaluation of all Concessioners services and operations.
  - (b) Review and approval of rates charged for services.
  - (c) Review and approval of advertising and promotional materials.
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact; and,
- (4) Review and approval of all reporting requirements.

## 3) General Operating Standards and Requirements

The operation of services authorized by the Contract will conform to the evaluation standards set forth in the National Park Service Concessioner Review Program and with this Operating Plan.

**A) Schedule of Operations**

- (1) The Concessioner must provide all required services.
- (2) Required services must be offered seasonally, March through October, and may be offered year-round. The typical required operating season is March 15 through October 31; the actual season varies each year depending on weather and water conditions. Operating season dates are subject to change by the Superintendent.
- (3) Trips must occur between sunrise and sunset, and last one day or less; overnight use is not authorized.
- (4) The Concessioner must annually submit to the Service by **September 1** a schedule of operations for all required services, and as applicable, authorized services, for review and approval.

**B) Areas of Operation**

- (1) *River Transportation and Cargo Haul-Out Services*: The Colorado River corridor in Canyonlands National Park and no farther downstream than the Spanish Bottom area and start of rapid 1 ("Brown Betty").
- (2) *Interpretive Boat Tours (Authorized Service)*: Colorado River corridor in Canyonlands National Park and no farther downstream than the Spanish Bottom area and start of rapid 1 ("Brown Betty").

**C) Rate Determination and Approval Process**

- (1) *Rate Determination*. All rates and charges to the public by the Concessioner must comply with the provisions of Section 2 (d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD), unless and until it determines a different method is appropriate for the services offered. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.
- (2) *Rate Methods*. The current rate approval methods used by the Service to administer Concessioner rates are as follows:
  - (a) River Transportation and Cargo Haul-Out Services. The rate setting method for these services is Competitive Market Declaration (CMD). The Concessioner is responsible for setting rates consistent with the competitive market.
  - (b) Interpretive Boat Tours (Authorized). The rate setting method for this service is Competitive Market Declaration (CMD). The Concessioner is responsible for setting rates consistent with the competitive market.
- (3) *Monitoring of the Competitive Market*.
  - (a) The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.

- (4) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
  - (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
  - (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
    - Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors.
    - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
    - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
    - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
    - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
  - (d) Rate Monitoring Information. The concessioner must submit to the Service annually by **December 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (2) *Service Timelines for Responding to Concessioner Requests.* For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (5) *Rate Compliance.*
- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
  - (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (6) *Reduced Rates and Discounts.*
- (a) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors", with written approval of the Superintendent. In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
  - (b) The Concessioner must provide, on a space-available basis, river transportation services without charge to Service employees conducting concession review program evaluations, public health evaluations, safety evaluations, or other official business specifically related to Service Contract. Other than specified above, the Concessioner must not provide goods and services to government employees or their families without charge or at reduced rates that are not available to the public.

## D) Evaluations and Inspections

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to client comments, compliance with the Contract including all of its Exhibits, and other operational performance as appropriate. The inspection should make special note of whether the Concessioner is in compliance with the terms and conditions included in the Contract pursuant to either 36 C.F.R. § 51.19 (“appropriate elements of the best proposal”) or 36 C.F.R. § 51.32 (“better terms and conditions of the best proposal” incorporated into the Concessioner’s amended proposal pursuant to its right of preference). The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner’s services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, personal property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner’s performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner’s rating.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. Boats and equipment may be inspected at boat ramps prior to launch or anywhere along the river corridor. See Section 5 Specific Operating Standards and Requirements for more information.
    - The Concessioner must be responsive to dates assigned for correction of deficiencies and abatement plans for correction of identified deficiencies. The Concessioner will meet with Service officials to schedule and prioritize correction of deficiencies and improvement programs resulting from these inspections.
  - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner by March 15<sup>th</sup> an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, and Environmental Management Program Evaluation Report.
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, and workers compensation insurance.
  - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
  - (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner’s Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life

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

- (d) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) *Other Inspections or Audits*.
- (a) Public Health Program Evaluation. A representative of the Service's Public Health Program may conduct formal inspections of the Concessioner's operations. These Service evaluations will be conducted in accordance with Public Health Service procedures.
- If the Concessioner provides backcountry food service as part of Interpretive Boat Tours the authorized service, subject to Service approval, a representative of the Service's Public Health Program may conduct formal inspections of the Concessioner's food and beverage operations in accordance with Public Health Service procedures and the U.S. Food Code.
- (b) Interpretive Program Review. If the Concessioner provides the Authorized Service of Interpretive Boat Tours, the Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

## **E) General Policies**

- (1) *Abandoned Property*. The Concessioner must make every effort to not leave abandoned property in the performance of required services.
- (a) The Service may remove any property the Concessioner leaves unattended for 24 hours on Service administered lands and deliver it to the Concessioner at the Concessioner's expense.
- (2) *Communications*.
- (a) The Concessioner must ensure that each trip maintains a satellite communication device capable of two-way communication, for emergencies and communicating with the Concessioner and the Service.
- (b) The Concessioner must use the 911 system for reporting all emergencies within the Area to Glen Canyon Dispatch.
- (c) The Concessioner will train all concession employees to use proper emergency reporting procedures and to provide essential information, e.g., a call back number at their location.
- (d) The Concessioner will, when requested by the Service, cooperate with and assist in emergency situations such as accidents and search and rescues.
- (3) *Emergency Medical Care*. The Service provides emergency medical response within the Area.
- (4) *Fire Protection*. The Service provides emergency fire response services within the Area.
- (a) The Concessioner will adhere to all backcountry fire regulations.
- (5) *Firearms*. The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its visitors. The Concessioner should consult Area law enforcement and the state attorney general's office regarding state firearms laws. Concession employees must not possess firearms while on duty. The Superintendent, at their discretion, may grant exceptions to this prohibition in writing upon consideration of a written request from the Concessioner. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
- (6) *Lost and Found Policy*. If a client loses an item, the Concessioner must refer the client to a visitor center or Park Headquarters to make a report. If the Concessioner or client finds an item it must

- be turned over to a visitor center or Park Headquarters as soon as possible. Procedures for the handling of lost and found property will conform to Directors Order (DO) 44.
- (7) *Pets.* Dogs, including pack dogs, cats, and other pets are not permitted to accompany commercial tours. This does not apply to guide dogs [36 CFR 2.15(a) (1)].
- (8) *Protection and Security.* The Service provides visitor protection (law enforcement) within the Area.
- (a) Concessioner will implement standard operating procedures that result in the immediate reporting of all suspected and known criminal violations by calling 911.
- (9) *Purchasing.*
- (a) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees, or others.
- (b) Discounts. The Concessioner must take advantage of all available trade, cash, quantity discounts when feasible, and rebates and pass them through to the customers.
- (c) Local. The Service encourages sourcing and purchasing of local products, where feasible.
- (d) Environmental. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (10) *Reservations, Deposits, and Refunds.*
- (a) Reservations. The Concessioner will provide a reservations system for advance bookings. Reservation personnel will be familiar with services required and/or authorized by the Contract.
- (b) Deposits. The Concessioner may require a deposit to hold the reservation. The deposit requirement and refund policy must be provided to the Service upon request and is subject to monitoring as part of the annual review of the CMD rate method.
- (c) Refunds. The Concessioner will process refunds within two weeks of cancellation.
- (d) Third-Party Reservation/Booking Services. Third party companies and intermediaries selling services on the Concessioner's behalf must sell those services at or below NPS approved maximum rates. Any service fee or commission charged by the third party must be included in the approved maximum rate. If third parties or intermediaries offer additional services, such as travel planning or packaging activities, those fees must be charged separately. Booking agents must identify the authorized Concessioner as the provider of services.
- (e) Third Party Arrangements (sub concessions). An arrangement between an authorized Concessioner and another party, not an employee, which allows the other party to exercise responsibilities or privileges granted to the authorized Concessioner, is a sub concession. A sub concession for the provision of client services required and/or authorized under this Contract is not permitted.
- (f) Payment. The Concessioner must accept cash, check, money order, and major credit cards.
- (11) *Smoking Policy.* The Concessioner must comply with current Service guidelines and requirements. A copy of Director's Order 50D regarding the Service's policy on smoking can be found online or upon request of the Service.
- (12) *Vehicles, Vessels, Watercraft and Trailers.*
- (a) The Concessioner must keep all vehicles, vessels, watercraft, and trailers it uses properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
- (b) The Concessioner must provide the Service with proof of license and registration within **30 days** following the Contract effective date, annually by **March 1** or within **30 days** of annual policy renewal or policy changes.
- (c) The Concessioner must maintain a spreadsheet identifying all vehicles, vessels, watercraft, and trailers used in its operation and annually submit it to the Service by **December 31** and provide an updated list within **30 days** of replacing, removing, or adding a vehicle.
- (d) The Concessioner must not idle its vehicle engines.

- (e) Identification. The Concessioner must ensure that its vehicles display the Concessioner name and logo in lettering that is no larger than 3½ inches in height.
- (f) The Concessioner is not authorized any location within the Area for Vessel/Vehicle storage.

#### **F) Resource Protection**

- (1) *Area*. The Concessioner must comply with all Area rules and regulations, including those found in the Superintendent's Compendium and all applicable environmental laws, particularly those dealing with the protection of natural and cultural resources. The Concessioner must ensure that employees are made aware of these rules and regulations. A copy is available at <https://www.nps.gov/cany/learn/management/compendium.htm>
- (2) *Management Plans*. The Concessioner must operate in accordance with all provisions of the Superintendent's Compendium., the Canyonlands River Management Plan (1981), Commercial Visitor Services Management Plan (1993) and all other applicable Management Plans. A copy is available upon request to the Commercial Services Office.
  - (a) During the term of this Contract, the Service may prepare a new River Management plan or other planning documents to help guide the management of park resources. These documents will supersede previous plans and may include broader park-wide plans or changes for future use and management of the river corridor, including new guidelines for visitor use.
- (3) *Canyon Closures*. Jasper Canyon is closed to entry upstream of the first jump visible from the river. The following canyons in the Needles District are closed to entry from May 1 to September 1, to protect Bighorn sheep during lambing season: Lower Big Spring, Lower Little Spring, Lower Salt Creek, and Lower Elephant. Cataract Canyon from lower Red Lake Canyon to the mouth of Y and Cross canyons is restricted to day-use only from December 1 to February 28, for the protection of bald eagles.
- (4) *Invasive Aquatic and Terrestrial Invasive Species*. The Concessioner will have a written plan documenting protocol to prevent the introduction of Quagga Mussel and other aquatic invasive species as well as mitigation efforts to prevent the spread of other terrestrial invasive species. Concessioners will ensure clients remove any plant material from clothing and clean mud from shoes before boarding. As part of its Plan, the Concessioner will inspect all vessels transported to the launch site to ensure they have been cleaned, drained and dried prior to launch.
- (5) *Cultural Resources*. The Concessioner must abide by the Southeast Utah Group (SEUG) Cultural Site Disclosure Policy. The Park will provide the Concessioner with information on cultural sites it may disclose to its guides and clients.
  - (a) The Concessioner must request permission from the Service to provide interpretive information on specific SEUG cultural sites, and if permission is granted, the Concessioner may need to submit its interpretive messaging to the Service for review and approval.
  - (b) The Concessioner will be familiar with and communicate to its guides and clients Park information on visiting archeologic sites. <https://www.nps.gov/articles/archeology-house-rules.htm>.
  - (c) The Concessioner will ensure that its clients leave artifacts and objects in place and do not enter historic structures. Guides must stress to their clients the need to stay on established trails. Any harm or alteration of natural, paleontological, historic or archeological objects or structures is prohibited.
  - (d) Concessioners must notify a Park Ranger of the location of any artifact located and ensure it is left in place undisturbed.
- (6) *Vandalism*. The Concessioner must report observations of vandalism (such as defacement of rocks and damage to property) which have occurred since the last time they visited the area.
- (7) *Restoration*. The Concessioner will provide for restoration of any resource damaged by its operation. Restoration measures will be determined and directed by the Service.

#### **G) Human Resources Management**

- (1) Employee Hiring Procedures



- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season and must attempt to offer its employees a full 40-hour work week whenever possible. The Concessioner must meet all applicable requirements of the U.S. Department of Labor.
  - (b) Driver Requirements. Drivers of passenger-carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Utah requirements for the type of vehicle driven or number of passengers carried.
  - (c) Drug-free Awareness and Testing Program. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will provide its employees with a statement of its policies regarding drug and alcohol abuse. The Concessioner must ensure any employees who are in a position where a federal or state law so requires, participate in an appropriate drug-testing program. If the Concessioner finds evidence of illegal drug use/possession/distribution within the Area, it must immediately contact the Service.
  - (d) Background Checks. Background Checks. The Concessioner must ensure that appropriate 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 must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
  - (e) Service Investigations. The Concessioner must promptly respond to law enforcement officer requests, for the purposes of criminal investigation, employee information such as: full name, telephone number, location working in the Area, current position, supervisor's name and contact information.
- (2) Employment of Service Employees
- (a) The Concessioner may not employ in any status the spouse or dependents of the Superintendent, Deputy Superintendent, Superintendent's Office, or Area Management Team. The Concessioner must submit a request for approval in writing to the Superintendent to employ any other Area Service employee or his or her spouse or dependent children. The request must indicate the nature of the duties to be performed and the form of compensation for employment.
    - The Concessioner may not employ in any status the following Service employees: the Superintendent, Assistant/Deputy Superintendent, Administrative Officer, Chief Ranger, River District Ranger, Commercial Services staff, Safety/Risk Management Officer, Public Health Service Consultant, or any of these individuals' spouses or dependent children.
  - (3) 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.
  - (4) Employee Identification and Appearance. All employees dealing with the general public will wear standardized clothing to identify them as an employee and be neat and clean in appearance. Employees will project a hospitable, friendly, helpful, positive attitude, and be capable and willing to answer visitors' questions, and provide visitor assistance.
  - (5) Employee Conduct. The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take actions needed to correct any such situation.

- (a) Concessioner Responsibility for Employee Behavior. The Concessioner is responsible for the behavior of its employees to the extent allowed under Applicable Laws.
- (6) Training Program
- (a) Orientation. The Concessioner must provide mandatory employee orientation to all new employees and inform employees of Service regulations and requirements that affect their employment and activities while working the Area. This must include:
- Understanding of the terms and conditions of the Contract and of this Operating Plan.
  - Knowledge of seasonal Area closures, river regulations (including reviewing the backcountry river permit) and required equipment for river users.
- (b) Job Training. The Concessioner must provide adequate, applicable training to each employee prior to duty assignments and working with the public.
- (c) Employee Handbook. The Concessioner must provide all employees with a handbook that describes the policies and regulations of the Concessioner and the Service. The Concessioner must provide its employee handbook to the Service within 60 days of the Contract effective date, and at least **30-days prior to distribution** to employees. The Concessioner must provide a current copy to the Service as it updates the handbook.
- (d) Safety. The Concessioner will train its employees annually according to the training requirements in its Concessioner Risk Management Plan, as well as relevant park regulations and policies.
- (e) Environmental and Risk Management. The Concessioner must provide applicable training in environmental and risk management to employees, including spill management, for all in-Area operations.
- (f) Interpretive Training. The Concessioner will design and provide interpretive training for all employees who provide interpretive and/or informational services. The Concessioner will be invited to participate in training programs provided by the Service to help achieve this. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes.
- (g) First Aid and CPR Requirements. Boat operators and employees working within the Area must meet Utah state trip leader and guide requirements, and are certified, at minimum in Wilderness First Aid. The Concessioner must maintain documentation on employee certifications, and certification dates. The Concessioner must make copies of First Aid and CPR certifications available to the Service upon request. Refer to <https://recreation.utah.gov/boating/commercial-boating/outfitter-guide-requirements-and-legal-responsibilities/>.
- (h) Boat Operators Qualifications.
- All employees operating a vessel (boat operators) must meet Utah state licensing requirements, including, any required levels of vessel operation and training to meet Utah state requirements applicable to Commercial Boating. Refer to <https://recreation.utah.gov/boating/commercial-boating/outfitting-company-and-boat-livery-licensing/>.
  - Employees must be able to safely navigate all routes to be travelled and to have a working knowledge of the safety aspects of and equipment repair procedures for each type of backcountry vessel operated. The Concessioner must maintain documentation that ensures all employees have been properly familiarized and trained to operate on the routes they are guiding. The Concessioner must make training documentation available to the Service upon request.
  - United States Coast Guard (USCG) standards may apply, as applicable.

## H) Risk Management Program

- (1) The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Program in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and

- Director's Order #50B, Occupational Safety and Health Program. The Concessioner must submit its Risk Management Program for Service acceptance within **120 days following the effective date of the Contract**. The Concessioner must update the plan annually thereafter by **December 31** of each year and submit it to the Service for review. The program must address, at a minimum, the Risk Management Program Standards, a copy of which can be found on the <https://www.nps.gov/subjects/concessions/risk-management.htm>.
- (2) *Visitor's Acknowledgement of Risk*
    - (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement or any document containing a waiver of liability clause, insurance disclaimer, or indemnification clause.
    - (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as **Attachment 1** to this Operating Plan.
    - (c) The Concessioner must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within **60 days** of the effective date of this Contract and at least 30 days in advance of implementing any proposed changes in the form.
  - (3) *Safety Representative*. The Concessioner must designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person must have the authority to make decisions within the assigned area concerning safety issues.
  - (4) *Employee Accident/Injury Report*. The Concessioner must provide the Service with an annual summary listing the types of injuries/accidents employees sustained and the number of employee lost days incurred during the previous calendar year. The report must include a comparison to that year's data to previous years. This report is due by **December 31** each year.

#### **I) Environmental Management Program**

- (1) The Concessioner must develop, implement, and maintain an Environmental Management Program (EMP) in accordance with NPS Environmental Management Program (EMP) Standards found at <https://www.nps.gov/subjects/concessions/environmental-management.htm>.
- (2) The EMP standards defined by the Service consist of the requirements associated with eight elements, as identified in the Environmental Management Program (EMP) standards. The Concessioner's EMP must address each of these elements, as applicable, and it should be specific to, and adequately address the type and size of services the concessioner provides under this Contract.
- (3) *Best Management Practices (BMPs)*. The Concessioner is encouraged to use BMPs in all aspects of its operation. BMPs are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance. BMPs will change from time to time as technology evolves with a goal to enhance the sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (4) *Hazardous Materials Management*. The Concessioner must develop and implement documented procedures for managing hazardous waste and other wastes containing hazardous substances generated within the Park (e.g., waste fuel, Ni-Cad batteries, and oily rags).
  - (a) The Concessioner must use portable marine fuel tanks that meet EPA, CARB, ABYC/NMMA, ASTM and USCG requirements for portable marine fuel tanks. Permanently installed fabricated tanks must pass pressure test per USCG, and meet Utah State DNR requirements and follow yearly inspection requirements. Department of Transportation (DOT) or other approved containers must be used for the storage of propane. Any new equipment must meet US Coast Guard approved and any non-USCG approved tanks will be inspected annually.
  - (a) The Concessioner must provide Secondary containment for the transport of fuel and other hazardous chemicals (e.g., bleach) in vehicles and boats and the storage of these materials in

campsites. Propane and other compressed gas cylinders will be secured during transport, storage, and use.

(5) *Hazardous Substance Spill Response.*

- (a) The Concessioner will immediately notify the Park of any discharge, release, or threatened release occurring as a result of the Concessioner operations.
- (b) The Concessioner will develop and implement a documented procedure for emergency response for releases of hazardous substances within the Park resulting from their activities (e.g., leaks of shuttle vehicle or motorized raft motor fluids, camp fuel spills). The level of response, will, at a minimum, be a defensive first response, to contain the release from a safe distance, keep it from spreading; prevent exposures, and initial clean-up for incidental releases. Further cleanup and restoration of incidental spills and clean-up of non-incidental spills will be determined and directed by the Service. The Concessioner will train all employees on the emergency response procedures. A spill kit is a required piece of environmental safety equipment and must be on every vessel.

(6) *Solid Waste Management*

- (a) All solid waste generated by the Concessioner will be packed out of the park and properly disposed of at an authorized solid waste disposal facility.
- (b) The Concessioner will develop and implement a solid waste recycling program for solid waste generated in the Area. Materials that must be recycled include, but are not limited to, glass, aluminum, and plastic, used oil, waste antifreeze, lead-acid, nickel-cadmium, and alkaline batteries.

**J) Public Relations**

- (1) *Public Statements.* The Concessioner must notify the Area Public Information Officer of all media inquiries concerning concession operations within the Area.
- (2) The Concessioner and their employees must be able to accurately inform and educate the public on many topics throughout all phases of their operations. This will include but is not limited to answering visitor questions.
- (3) *Required Notice.* The following notices must be prominently posted on all Concessioner websites and brochures:

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. The National Park Service approves all prices and services.

Please address comments to:

Superintendent  
Canyonlands National Park  
Southeast Utah Group Headquarters  
2282 Resource Blvd.  
Moab, Utah 84532

(4) *Advertisements and Promotional Material.*

- (a) Approval. All promotional material must be approved by the Superintendent prior to distribution. The Superintendent may require the Concessioner to remove any unapproved *promotional* material.
- (b) Advertisements. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Canyonlands and Arches National Parks. Brochure changes and layout should be submitted to the Superintendent for review at least 30 days prior to the desired printing dates.
- (c) Commercial filming. See Superintendent's Compendium for guidance on filming activities and restrictions.
- (d) *Equal Opportunity.* Advertisements for employment must state the Concessioner is an equal opportunity employer.

- (e) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the [Commercial Services website](#).

#### **K) Visitor Satisfaction**

- (1) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>.
  - (a) The Concessioner must have an adequate supply of comment cards on board each vessel, or information on accessing the electronic survey must be available at appropriate locations.
  - (b) The Concessioner must promptly provide visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
  - (c) The Concessioner must provide the Service with an annual electronic report of survey responses including comments and complaints, including electronic or hard copy results, in a format to be defined by the Service. The annual report is due on **December 31**. The Concessioner must provide individual comments upon request.
  - (d) 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.
  - (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service's program. The Concessioner must investigate and respond to all visitor complaints regarding the Concession Facilities and its services in a timely manner (within two weeks of receipt). The Concessioner must provide Canyonlands NP with copies of the Concessioner's response to complaints as soon as possible, no later than ten days from the date of the response.

#### **4) Specific Operating Standards and Requirements**

The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the [Commercial Services Website](#). When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Website.

##### **A) River Transportation and Cargo Haul Out Services**

- (1) *River Transportation and Cargo Haul Out Services*, consisting of passenger and cargo drop off and pick up services for flat-water and backcountry users along the Colorado river corridor.
  - (a) Camp set-up, meal preparation, and other land-based guide services are not authorized under this Contract.
- (2) *Locations*. River Transportation and Cargo Haul Out Services, including drop off and pick up may occur within the Areas of Operation (refer to Section 3)B), at points along the Colorado river corridor, subject to water conditions and Park management plans.
- (3) *Vessels*. River Transportation and Cargo Haul Out Services requires use of motorized vessels, i.e., jetboats in varying sizes to provide passenger and cargo transportation, and pick up and drop off

- services. Note: 'vessel' and 'boat' are terms used interchangeably in this document; a boat is a vessel, a vessel is a boat.
- (a) Vessels must comply with Vessel provisions of the Superintendent's Compendium (<https://www.nps.gov/cany/learn/management/compendium.htm>.)
  - (4) *Utah Boating Act*. The Concessioner must comply with the Utah Boating Act for operations in Canyonlands National Park. The Concessioner can obtain copy of these laws from the Utah Division of Parks and Recreation at <https://recreation.utah.gov/boating/commercial-boating/>.
    - (a) Utah Boating Act Outfitter & Guide Requirements. The Concessioner must comply with Utah Outfitter & Guide Requirements. The Concessioner can obtain a copy of requirements at <https://recreation.utah.gov/boating/commercial-boating/outfitter-guide-requirements-and-legal-responsibilities/>.
  - (5) *Cargo*. Cargo must be delivered to the person or picked up from the person who has contracted for the service. Cargo may not be dropped off, cached, or abandoned within the Area.
    - (a) Hazardous materials, including, but not limited to ammunition and explosives may not be transported in the Area.
  - (6) ***Use Allocations***.
    - (a) Boat Launch Allocation. The Concessioner is allocated a maximum of two (2) boat launches per day. The Concessioner is allocated a maximum of two hundred (200) boat launches per year. Each roundtrip (downstream and upstream) is considered one launch.
    - (b) Boat launches are subject to the provisions of existing or future approved plans (River Management Plan) for Canyonlands National Park. The Service reserves the right to apply additional size restrictions (i.e., size/capacity of vessel, number of passengers, schedule of launches) pertaining to operations in future Area management plans.
      - Reassignment. The Service will annually review reported use to determine if adjustments to boat launches are necessary to maintain visitor services to ensure operations support Area management plans.
    - (c) Minimum Use. The Concessioner must maintain a minimum operating requirement to provide river transportation and cargo hauling services to river users to ensure operations support Area management plans.
      - If the Concessioner uses 15% or less of the annual allocation provided, at the end of that season, the Service will notify the Concessioner in writing to request a plan as to how the Concessioner will increase operations in the next season. The Service may require the Concessioner to submit a passenger manifest to assess the level of services provided by the Concessioner. The Service may reduce and reassign a portion of the boat launches for the next operating year to ensure visitor services are available.
      - If the Concessioner uses 10% or less of the annual allocation provided, at the end of that season, the Service will notify the Concessioner in writing to request a plan as to how the Concessioner will increase operations in the next season and may cap the Annual Overall Rating Report score at Marginal for that operating year. The Service may require the Concessioner to submit a passenger manifest to assess the level of services provided by the Concessioner. The Service may reduce and reassign a portion of the boat launches for the next operating year to ensure visitor services are available.
      - If the Concessioner uses 10% or less of the annual allocation provided for two consecutive seasons, the Service may cap the Annual Overall Rating Report score at Marginal for that operating year and terminate the Contract.
    - (d) Boat Launches required for emergency response are exempt from the total number of allocated launches but must be reported to the Canyonlands Concessions Office within 48 hours of the event.
  - (7) *Schedule*. The Concessioner must provide a schedule that accommodates a variety of drop off and pick up days to support visitor demand along the river corridor.
  - (8) *Time*. Trips must occur between sunrise and sunset.

- (9) *Group Size.* There are no limits on group size; however, vessel occupancy standards may determine the maximum number of passengers a Concessioner may shuttle at any one time. Despite vessel capacity, visitors must follow group size limits in their Service backcountry permits.
- (10) *Concessioner River Permit (Canyonlands National Park Reservation System).*
- (a) The Concessioner will be required to utilize the Canyonlands National Park Reservation System to obtain a river permit for each water-based trip (boat launch) once this new system for river transportation concessioners is implemented. The Service anticipates implementation in 2025.
  - (b) Reservation System. The Concessioner, within 30 days of the Contract effective date, must establish a commercial account with Recreation.gov to make permit reservations, obtain permits, request permit cancellations, and report permit data.
  - (c) Reservations. The Concessioner will reserve permits on Recreation.gov. Reservations will not be accepted within 24 hours prior to a launch date. Permits must be requested by the Concessioner and are issued in the Concessioner's name.
  - (d) Permit Fee. The Concessioner will be required to pay a fee to obtain a permit for each boat launch. This fee is subject to change annually during the term of the Contract. The Concessioner will be notified at least 90 days in advance of a fee change.
    - 2025 Permit Fee: A \$6.00 fee will apply to each permit (launch) and will be paid at the time of reservation.
  - (e) Cancellation/Refund. The Concessioner must cancel the permit via Recreation.gov. Permits cancelled 24 hours before the launch date will obtain a partial refund. No refunds are issued after the reserved launch date. Permit cancellation policies are subject to change. The Concessioner will be notified at least 90 days in advance of a changes to cancellation/refund policies.
    - 2025 Cancellation Fee: A non-refundable \$6.00 fee will apply to each permit reserved.
- (11) *Public River/Backcountry Permits.* The Concessioner must ensure that clients have obtained the necessary Area backcountry permit for travel in Canyonlands. For more information, visit <https://www.nps.gov/cany/planyourvisit/riverpermits.htm>.
- (12) *Client Equipment.* The Concessioner must make every effort to check that clients have all required river and boating equipment listed on the Canyonlands River Regulations website <https://www.nps.gov/cany/planyourvisit/riverregulations.htm>.
- (a) The Concessioner must, at minimum, include in its pre-booking and reservations processes, information on required river and boating equipment listed on the Canyonlands River Regulations website.
- (13) *Charter Trips.* The Concessioner may provide charter trips, subject to Service approval, for exclusive groups (such as organized groups, groups of friends, family groups, commercial businesses, and non-profit organizations).
- (a) The rate method for this service is Competitive Market Declaration (CMD).
  - (b) Charter trips are subject to all Canyonland Backcountry Permit requirements.
- (14) *Vessel Equipment.*
- (a) The Concessioner must maintain all equipment used in conducting operations at a level that meets or exceeds manufacturers recommendations, including, but not limited to implementing an equipment monitoring program and a documented pre-season and post-season review of all equipment.
    - The Concessioner must inspect equipment before each launch and must replace any worn or defective equipment as soon as out-of-the-ordinary wear or a defect is recognized.
    - Detailed inspection and repair/replacement procedures must be prescribed for each type of equipment used and these must be included in the Concessioner's RMP and communicated to its guides and vessel operators.



**B) Guided Water Tour Standards (10-GWT) Standards**

- (1) The Concessioner must meet the Guided Water Tour (10-GWT) standards located on the [Commercial Services Standards and Evaluations Website](#).
  - (a) In addition to these Service Standards, the Concessioner must comply with Utah Boating Act Requirements and Utah Requirements for Outfitting Companies. Refer to 4)(A)(4) for above more information.
- (2) *Exclusions to Service Specific Operating Standards (10-GWT)*. The Service will not evaluate the Concessioner on the following standards:
  - (a) Standards 1-12, Ticket Office – Exterior. Not Applicable, the Concessioner does not have assigned buildings within the Area.
  - (b) Standards 13-19, Public Areas – Interior. Not Applicable, the Concessioner does not have assigned buildings within the Area.
  - (c) Standards 20-24, Safety – Interior. Not Applicable, the Concessioner does not have assigned buildings within the Area.
  - (d) Standards 25-35, Maintenance Area/Building. Not Applicable, the Concessioner does not have assigned facilities within the Area.
  - (e) Standards 36-43, Dock Facilities. Not Applicable, the Concessioner does not have assigned docks within the Area.
  - (f) Standard Ventilation/Climate Control. Vessels are not required to have climate control.
  - (g) Standard 68, Availability. Reservations services are not required via fax.
  - (h) Standards 83-94, Food and Beverage. Not Applicable, the Concessioner must follow Service Backcountry Food Service standards, as applicable.
  - (i) Standards 95-98, Retail. Not Applicable, the Concessioner does not provide retail services.
- (3) *Additions to Service Specific Operating Standards (10-GWT)*. The Concessioner must comply with the following additions to the standards.
  - (a) Standard 44, Vessels. Refer to Section 4)(A)(3) and compliance with the Utah Boating Act for more information.
    - Ventilation Requirement. If a vessel is not open construction (see definition below) and it carries or uses any flammable or toxic fluid in any enclosure for any purpose, the vessel must be equipped with an efficient natural or mechanical ventilation system which is capable of removing resulting gases prior to and during the time the vessel is occupied by any person.
    - Open Construction. An outboard motorboat is not considered “of open construction” if any one of the following conditions exist: closed compartment under thwarts (motor well) and seats where portable fuel tanks may be stored; double bottoms not sealed to the hull or which are not completely filled with flotation material; closed living spaces; closed stowage compartments in which combustible or flammable materials are stored; or permanently installed tanks.
    - Navigation Lights. Applicable to emergency operations, each vessel must display navigation lights when the vessel is on the waters of the state of Utah between sunset and sunrise. Configuration of lights must comply with the boating laws rules governing river running in the state of Utah.
    - Maximum Sound Level. A person may not operate a vessel at a noise level exceeding: 75dB(A) measured utilizing test procedures applicable to vessels underway (Society of Automotive Engineers SAE—J1970); or 88dB(A) measured utilizing test procedures applicable to stationary vessels (Society of Automotive Engineers SAE—J2005).
    - Bailing Device. All vessels, not of self-bailing design, must have on board an adequate bail bucket or be equipped with a mechanical means for pumping the bilge.



- Sound Producing Device. Vessels 16 feet to less than 40 feet in length must have on board a means of making an efficient sound, horn, or whistle, capable of a four-to-six second blast.
  - Motor Repair Kit. Each group must carry an adequate motor repair kit.
  - A spill kit is a required piece of environmental safety equipment and must be on every vessel.
- (b) Standard 45, Vessel Inspection. State of UT or USCG vessel certificate of inspection is current.
- (c) Standard 46, Vessel Identification. Every motorized vessel must be numbered and registered in accordance with the laws of the state of Utah. <https://recreation.utah.gov/boating/commercial-boating/outfitting-company-and-boat-livery-licensing/>. The identifying number set forth in the certificate of number must be displayed on each side of the bow or mounted on a backing plate for display on each side of the motorized vessel. A copy of the certificate number must be available for inspection at all times whenever the motorized vessel is in operation. Only current year registration stickers will be displayed with the vessel number. The name of the concessioner business shall be prominently displayed on any vessel operating in the park.
- Standard 57, Marine Toilets. Marine toilets are not required if they are not a feature of the boat. The Concessioner must inform all tour participants on what toilet facilities are available. If toilet facilities are not available, the Concessioner must contain all solid human waste in a portable, washable, reusable toilet system or an acceptable portable waste container, treat it for decomposition, and carry it out of the Area. The waste must be properly disposed of at a septic vault or sewage treatment facility outside the Area.
- (d) Standard 61, Fire Extinguishers.
- |  |                         |
|--|-------------------------|
| • Length of Motorboat                    | Number/Size             |
| • Less than 26 feet in length*           | 1/B-1                   |
| • 26 feet to less than 40 feet in length | 2/B-1 or 1/B-II         |
| • 40 feet to 65 feet in length           | 3 B-1 or 1-B-1 & 1/B-II |
- (e) Standard 62, Communication. A satellite device capable of two-way communication is a required piece of equipment for emergency communications. Radio and cell phone coverage is not available in most backcountry areas. Each party in the backcountry must carry a signaling device or other means of requesting assistance. This may include an Air Force type signal mirror or 3' x 10' international orange panels that can be placed in an X configuration.
- (f) Standard 65, Personal Flotation Devices. Personal Flotation Devices (PFD). On flat-water sections of the Colorado River above the confluence, PFDs must be readily available for each passenger, but do not have to be worn by persons thirteen (13) years of age or older while in or on a vessel. All persons swimming from a floating vessel are required to wear a US Coast Guard approved PFD. The Concessioner must comply with Utah Boating Law standards regarding PFD commercial use requirements, including the number and type of PFDs on each vessel. The Concessioner must maintain compliance with the most current standards.
- Throwable Device. Throwable devices are required to follow US Coast Guard and Utah State Boating Law. Each vessel 16 feet or more in length must have on board at least one approved throwable PFD that is immediately available. On vessels 26 feet or more in length, the required throwable ring life buoy.
- (g) Standard 66, First Aid Kits. Each vessel must carry a major first aid kit. All items should be neatly stored in an easily located and identifiable waterproof container. The major kit must contain a supply of items adequate to the size of the entire group to control bleeding, prevent and/or treat infection, stabilize fractures, and relieve discomfort.

(h) Standard 75, Visitor Safety Orientation. Activity/Safety Briefings. The Concessioner must provide clients with safety information. The Service may evaluate the Concessioner's activity briefings to ensure they are appropriate and accurate. At a minimum, this must include information about:

- Heat, high elevation, bright sun
- Hydration Climbing and cliff hazards
- Lightning
- Water and boating safety
- Hypothermia
- Proper River Equipment use
- Park regulations, canyon closures, natural and cultural resources, etc.

### C) Interpretive Boat Tours (Authorized Service)

- (1) The Concessioner is authorized, but not required, to provide round-trip interpretive motorized boat tours lasting one day or less, in the river corridor, focused on providing interpretation of Park resources. Interpretive Boat Tour programs will occur on the boat and do not authorize interpretive guided hiking or walking tours to Area locations. The Concessioner is not authorized to provide other guided boat tours, i.e., guided flatwater tours using canoes, sea kayaks and other shallow-water boats, or guide services to private or non-commercial groups.
- (2) All interpretive boat tours must include interpretation of Area natural and cultural resources, such as geology, rivers, wilderness and cultural resources, and include program content where guides use interpretive techniques designed to connect the audience with relevant resources.
- (3) Tour programs, itinerary and locations within the Area are subject to Service approval.
- (4) The Service will evaluate interpretive information to ensure appropriateness, accuracy, and the relationship of interpretative presentations to Area themes.
- (5) If the Concessioner chooses to provide this service, the Concessioner must submit to the Service a written plan for its Interpretive Tour program which outlines the schedule of tours provide, description of interpretive topics to be covered, destinations/locations, group size and client to guide ratio. The Concessioner must provide a copy within **120 days** of following Contract execution or upon notification to the Service to provide this service.
  - (a) The Concessioner will adequately train staff members in interpretive techniques. The Concessioner will provide and be evaluated upon thematic interpretation. Employees will demonstrate their knowledge of Canyonlands National Park, its goals and objectives, and appropriate interpretive techniques in their programs. The Concessioner will explore a wide array of avenues for conveying interpretive messages during guided flat water boat tours to visitors on park related themes and topics such as resource and cultural protection, appreciation of park values, environmental issues and Service goals.
- (6) Backcountry Food Service may be allowed, but is not required, as part of this authorized service. If the Concessioner proposes to provide limited food service as part of interpretive boat tours, the Concessioner must submit to the Service for review a written plan for its food service and how it will meet NPS Food and Beverage (Backcountry) standards (10-FBK) and RM-83A (NPS Public Health) requirements at least **120 days** before implementing backcountry food service as part of interpretive boat tours.

## 5) Reporting Requirements

### A) Concessioner Operational Reports

The Concessioner must provide the Service the following reports. The Concessioner must allow the Service to inspect supporting documentation for all operational reports upon request. The Concessioner must provide data electronically in Microsoft Office Word or Excel.

- (1) *Management Listing*. Within **30 days** following the effective date of the Contract, the Concessioner must provide the Service a list of its key management and supervisory personnel,

- with office and emergency phone numbers and email addresses for each. The Concessioner must update this list as it changes.
- (2) *Incident Reports.* The Concessioner must immediately report incidents to the nearest park ranger or at a District Ranger Station, or via 911 to Glen Canyon Dispatch. the following incidents. The Concessioner must follow up with an incident report to [seug\\_concessions@nps.gov](mailto:seug_concessions@nps.gov) within 5 business days.
    - (a) Any boat or motor vehicle accident.
    - (b) All incidents resulting in evacuation from the Area.
    - (c) Personal injury requiring more than first aid.
    - (d) The death or disappearance of any trip participant.
    - (e) Property damage greater than \$500.00.
    - (f) Any wildfire.
    - (g) Any known or suspected violations of law.
    - (h) Any incident that affects the park's natural and/or cultural resources.
    - (i) Any instance of emergency assistance provided to other Concessioners or private individuals.
  - (3) *Human Illness.* The Concessioner must promptly report any suspected outbreak of human illness among its employees and visitors to the Public Health Service Consultant through the Concessions Management Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions, or an unexpected increase in communicable human illnesses. When in doubt the Concessioner must report the illness.
  - (4) *Visitor Use Report.* The Concessioner must submit by email to [seug\\_concessions@nps.gov](mailto:seug_concessions@nps.gov) by the **15th day of each month** a report of the previous month's use. A template Visitor Use report form will be provided by the Canyonlands Concessions Office; required information to be reported is subject to change. The Concessioner must submit the report even if all the data reported are zero. The Report must contain the following information:
    - (a) Launch Date
    - (b) Number of launches
    - (c) Boat length
    - (d) Passenger capacity of boat
    - (e) Number of passengers, per launch
    - (f) Number of guides/boat operators, per launch
    - (g) Trip type (Cargo, Drop-Off, Pick-Up, etc.)
    - (h) Pick-up and drop-off locations (list route and stops)
  - (5) *Passenger Manifest.* The Concessioner must submit to the Service passenger manifests upon request.
  - (6) *Visitor Demographic Data.* The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Park visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
  - (7) *Reservation and Availability Data.* The Service may request the Concessioner provide data to 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.
  - (8) *Guides List.* Prior to each operating season, or **March 1**, whichever is earlier, the Concessioner must provide a written list of all guides.

- (9) *Equipment List*. Prior to operating each season, or **March 1** whichever is earlier, and as changes occur, the Concessioner must provide the Commercial Services Office with a list of vehicles and equipment used in providing required and authorized services.
- (10) *Certificates of Insurance*. At the minimum, **14 days prior to beginning operations** and annually thereafter by **March 1**. The Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract. The Concessioner must provide a new Certificate of Insurance to the Service. See Exhibit D, Insurance Requirements, for additional requirements.

### B) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports.

- (1) *Franchise Fee Payments*. The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov, or updated system dictated by the Service.
- (a) The Concessioner pays a franchise fee according to the Contract, Section 5. Fees.
- (2) *Quarterly Financial Report*. The Concessioner must submit a quarterly Financial Report electronically, in the form prescribed by the Service, to the Superintendent no later than the **15th day of each month** for the previous quarter (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Service will work with the Concessioners as this data may be pulled from Pay.gov. The Concessioner must submit the form even if all the data reported are zero. The report must include:
- (b) Gross Receipts
- (c) Franchise Fees paid
- (3) *Annual Financial Report*. The Concessioner must submit its Annual Financial Report (AFR) electronically **AFR no later than 120 days after the last day of its fiscal year or by May 1st** each year. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.

### C) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
Operating Schedule	Annual	September 1
Rate Monitoring Plan	Initially and As Required	Initially within 60 days of the effective date of contract, and as updated.
Rate Monitoring Information	Annually	Annually by December 15.
Vehicles, Vessels, Watercraft and Trailers: Licensing, Insurance, and Registration	Initial, annual	Initially within 30 days of the effective date of the Contract and annually by March 1, or within 30 days of annual renewal or significant changes.
List of Vehicles, Vessels, Watercraft and Trailers	Initial, annual	Initially within 30 days of the effective date of the Contract and annually by December 31 and within 30 days of changes.
Employee Handbook	Initial and annual	Initially within 60 days of effective date of the Contract and annually, 30 days in advance of changes
Guide First-Aid Certifications	Upon Request	Available upon request

Title	Schedule	Due Date
Risk Management Program	Initial and annual	Initially within 120 days of the effective date of the Contract.
Visitor's Acknowledgement of Risk	Initial and annual	Within 60 days of the effective date of the Contract. At least 30 days in advance of implementing any proposed changes
Employee Accident /Injury Report	Annual	December 31
Environmental Management Program	Initial and annual	Initially within 120 days of the effective date of the Contract.
Advertisements	As needed	At least 30 days prior to publishing
Customer Satisfaction Monitoring System	Initial and annual	Initially within 30 days of the effective date of the Contract, annually as updated.
Summary of Guest Satisfaction	Annual	December 31
Interpretive Boat Tour Program Plan	As required	Within <b>120 days</b> of notification to the Service to provide this service
Backcountry Food Service Plan	As required	Within <b>120 days</b> of notification to the Service to provide this service
Management List	Initial and annual	Initially within 30 days of the effective date of the Contract, and as updated.
Incident Reports	As required	As required
Human Illness	As required	As required
Certificates of Insurance	Initial and annual	14 days prior to beginning operations. Annually by May 1
Visitor Use Reports	Monthly	By the 15 <sup>th</sup> day of the following month
Franchise Fee Report and Payment	Monthly	By the 15 <sup>th</sup> day of the following the last day of each quarter
Annual Financial Report	Annual	May 1
Miscellaneous Reports and Data	As required	The Director may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including by not limited to, operational performance.
Guides List	Annual	March 1
Equipment List	Annual	March 1

**Attachment 1: Example Visitor’s Acknowledgement of Risks Form**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date