



PROSPECTUS

A Concession Business Opportunity for
Guided Multi-Day Interpretive Whitewater River Trips
within
Grand Canyon National Park

Solicitation #: CC-GRCAXXX-19



PROSPECTUS

Guided Multi-Day Interpretive Whitewater River Trips

GRAND CANYON NATIONAL PARK
National Park Service
Intermountain Region

Contract No. CC-GRCAXXX-19

PROSPECTUS ISSUED: February 12, 2018

QUESTIONS DUE: March 2, 2018

PROPOSALS DUE: April 24, 2018

Questions and proposals must be **received** by the National Park Service no later than by 4:00 P.M. of the due date listed above. Ship proposals to:

**Jennifer Parker
Chief of Concessions
National Park Service
Intermountain Region
12795 West Alameda Parkway
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Send Questions via email to:

**Jennifer Parker
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GRAND CANYON NATIONAL PARK
CONCESSION CONTRACT NO. CC-GRCAXXX-19

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BUSINESS OPPORTUNITY

Guided Multi-Day Interpretive Whitewater River Trips

within

GRAND CANYON NATIONAL PARK

**DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION**

Solicitation No. CC-GRCAXXX-19

Covering Contracts:

CC-GRCA006-19	CC-GRCA0015-19	CC-GRCA020-19	CC-GRCA025-19
CC-GRCA007-19	CC-GRCA0016-19	CC-GRCA021-19	CC-GRCA026-19
CC-GRCA010-19	CC-GRCA0017-19	CC-GRCA022-19	CC-GRCA028-19
CC-GRCA011-19	CC-GRCA0018-19	CC-GRCA024-19	CC-GRCA029-19

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INTRODUCTION

This section of the Prospectus describes the existing operations and the business opportunity offered under this solicitation for guided multi-day interpretive whitewater river trips to be authorized by the National Park Service (Service) within Grand Canyon National Park (Park).

Offerors are responsible for reviewing all sections of this Prospectus, and specifically, the terms and conditions of Draft Concession Contract No. CC-GRCAXXX-19 (Draft Contract(s)), including its exhibits, to determine the full scope of a Concessioner's responsibilities under the Draft Contract.

The Service is conducting this solicitation in accordance with the National Park Service Concessions Management Improvement Act of 1998 (Public Law 105-391) as implemented by the Service in 36 C.F.R. Part 51. The term "Concessioner" as used in this Prospectus refers to the entities that will be the concessioners under the Draft Contracts. The term "Existing Concessioner" refers to an entity that holds an existing concession contract (Existing Contract). An example of an Existing Contract and a link to 36 C.F.R. Part 51 are included in the Appendices to this Prospectus.

In the event of any inconsistency between the terms of this Prospectus and 36 C.F.R. Part 51, 36 C.F.R. Part 51 will prevail. In the event of any inconsistency between the description of the terms contained in this Prospectus and the Draft Contract itself, the terms of the Draft Contract will prevail.

The National Park Service and Its Mission

In 1916, President Woodrow Wilson approved legislation creating the Service within the Department of the Interior. That legislation mandated that Congress create America's National Park Service to:

...conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

54 U.S.C. § 100101 (a)

Additionally, Congress declared the National Park System should be:

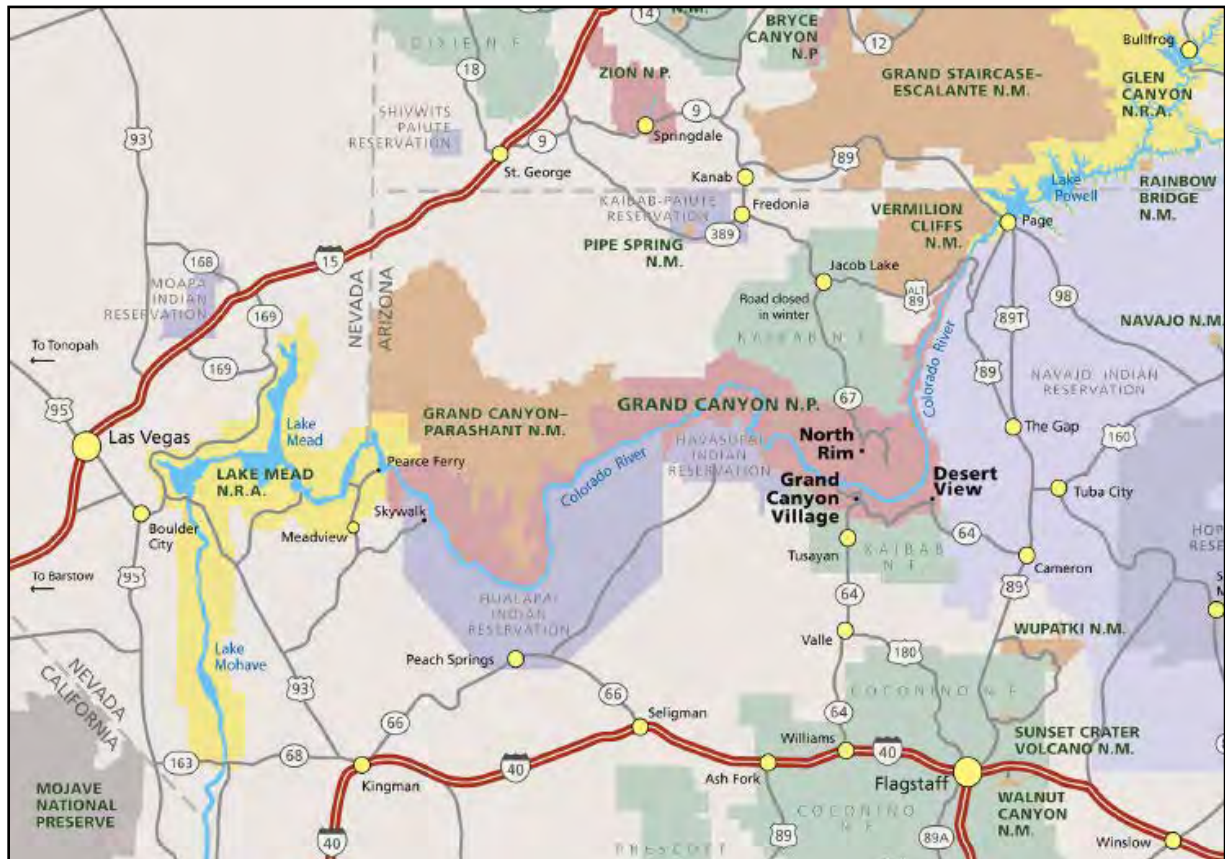
...preserved and managed for the benefit and inspiration of all the people of the United States....

54 U.S.C. § 100101 (b)

The Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage. To learn more about the National Park Service, visit the [National Park Service website](#). This site includes information about the Service's mission, policies, and information on individual park units.



Colorado River through Grand Canyon National Park



The Colorado River within Grand Canyon National Park

Grand Canyon National Park is located in the northwest corner of the state of Arizona in Coconino County. The Park encompasses approximately 1,217,403 acres of public land on the southern end of the Colorado Plateau. A 277-mile stretch of the Colorado River runs through the Park. The canyon walls that rise over a mile above the river provide one of the world's most complete records of geological history and offer scenic vistas that attract visitors from around the world.

The elevation relief of the Grand Canyon results in significant climatic variations and biological diversity reflected in life zones ranging from the arid lower Sonoran Desert to those typical of forested regions in Canada. In the inner canyon, summer nights are warm while days are hot, often well over 100 degrees Fahrenheit. Winter temperatures are quite cool due to limited sunshine reaching the canyon floor. Except for seasonal thunderstorms, usually in July and August, the area is very dry.

The river corridor features desert and riparian habitats a mile beneath the rim's coniferous forests. Plants and animals inhabiting the inner canyon are adapted to the canyon environment. The river corridor also holds hundreds of archeological and historical sites, evidence of long human occupation.

Over 1.1 million acres of the Park is proposed for wilderness designation and approximately 29,280 acres have been identified as potential wilderness including the Colorado River corridor. In accordance with Service policy, Grand Canyon National Park manages proposed and potential wilderness as wilderness until Congress acts to designate or remove it from consideration.

The 280 miles of the Colorado River traversed under these concession contracts includes some of the most famous whitewater in the world including over 165 rapids along the river with new ones periodically emerging as side streams flush debris into the main stem of the river during flash flood events.



The Glen Canyon Adaptive Management Program overseen by the Bureau of Reclamation requires the release of certain amounts of water levels for recreational boating within Grand Canyon National Park; however, these amounts are subject to water availability and updated planning throughout the life of the Draft Contract.

CONCESSION BUSINESS OPPORTUNITY

This solicitation is for guided multi-day interpretive whitewater river trips lasting for three to eighteen days in Grand Canyon National Park. The Service will award up to 16 contracts. The services to be provided under the terms of the Draft Contracts are outlined below.

Preferred Offeror

The Director, pursuant to the terms of 36 C.F.R. Part 51, has determined all of the contracts described in this Prospectus are qualified contracts as outfitter and guide contracts; therefore, all of the Existing Concessioners are preferred offerors for the new contracts. If an Existing Concessioner submits a responsive proposal and that proposal is not selected as the best proposal, the preferred offeror designation allows it to match the terms of the best offer. A list of Existing Concessioners appears below.

Term and Effective Date of Draft Concession Contracts

The Draft Contracts have a term of ten (10) years, beginning January 1, 2019 through December 31, 2028.

Draft Contract Required and Authorized Services

Required Services
Guided multi-day interpretive whitewater river trips within Grand Canyon National Park.

Authorized Services
Transportation services to the put-in points and from the take-out points on the river.
Transportation of clients via power boat from locations downstream of Separation Canyon at river mile 240 to the take-out point on Lake Mead.

Changes to the Required and Authorized Services

There are no material changes to the required and authorized services, though the language describing the required and authorized services has changed.

Operating Season and Conditions

The Draft Contracts authorize launches only between April 1st and October 31st.

The Colorado River through Grand Canyon National Park has over 165 rapids. Within the Grand Canyon rapids are rated on a scale of 1 to 10 (compared to the American Whitewater Association (AWA) scale of I-VI). A Grand Canyon 10 equates to an AWA VI.

Allocations and Trip Limits

The Service assigns each Draft Contract a specific number of user day allocations as listed in the table below. A user day is defined as one client on the river for one day.



Concession Contract	Annual User Day Allocation
CC-GRCA006	10,368
CC-GRCA007	11,099
CC-GRCA010	4,403
CC-GRCA011	2,848
CC-GRCA015	13,967
CC-GRCA016	2,960
CC-GRCA017	7,203
CC-GRCA018	11,027
CC-GRCA020	3,693
CC-GRCA021	7,355
CC-GRCA022	4,821
CC-GRCA024	9,546
CC-GRCA025	4,823
CC-GRCA026	14,001
CC-GRCA028	4,063
CC-GRCA029	3,323
Total	115,500

To learn more about use levels and allocations, Offerors must carefully read the 2006 Colorado River Management Plan (CRMP), which is available on the [Park's website](#). Following are some of the key tour limits imposed by the CRMP on commercially guided river trips:

- Commercial trips may launch only April 1st through October 31st. No motor launches are permitted after September 15th. A maximum of four commercial trips, three motor and one oar, may launch per day.
- Trip lengths vary by season and trip type. Trip lengths are measured by any part of a day on the water. From May through August, commercial motor trips may be no more than 10 days long (i.e., 9 nights camping). Commercial oar trips may be no more than 16 days. During shoulder seasons, i.e., April, September, and October, commercial motor trip lengths may be 12 days and commercial oar trips may be 18 days.
- The maximum number of commercial trips permitted on the water at one time between Lees Ferry and Diamond Creek is 37.
- In 2015, the Service adjusted two limits imposed by the CRMP through adaptive management. The maximum group size, including guides, is 32 passengers per trip. Exchanges at Whitmore must take place before 11:30 a.m. each day.

Allocation Scheduling

The 16 Existing Concessioners historically have cooperated through a professional association called Grand Canyon River Outfitters Association (GCROA). Among other things, they cooperate to develop an on-line launch calendar to manage a launch schedule that adheres to the requirements of the CRMP and Draft Contract and is acceptable to the Service. The Service encourages any successful Offeror to work cooperatively with the other Concessioners in matters affecting river running as a whole. For more information on GCROA, refer to its [website](#).





River Access

All commercial river trips start at Lees Ferry within Glen Canyon National Recreation Area, continue through Grand Canyon National Park, and end at Pearce Ferry at Lake Mead National Recreation Area. References to Grand Canyon National Park throughout this document generally include the two recreation areas as applicable under the Draft Contract.

Distance along the river corridor is measured in river miles (RM) beginning at Lees Ferry with RM 0 and ending at Pearce Ferry takeout, estimated at RM 280. Clients are responsible for getting themselves to Lees Ferry; however, the Concessioner is authorized to provide ground transportation services to clients.

Lees Ferry is 130 miles from Flagstaff, AZ, and 268 miles from Las Vegas, NV. The two main take-out points are Diamond Creek Road, on the Hualapai Reservation, 129 miles from Flagstaff and 206 miles from Las Vegas; and Pearce Ferry Road, within Lake Mead NRA, 215 miles from Flagstaff and 125 miles from Las Vegas. The Service cautions Offerors these distances may be subject to slower travel times than typically associated with the above listed miles because of narrow two-lane pavement and dirt roads subject to seasonal damage.

Access at RM 88. Clients may join or leave a river trip under way by making the strenuous 9-mile hike between the Bright Angel trailhead at the South Rim and the Phantom Ranch area (RM 88). Such entries and exits are called “hiking exchanges.”

Access at RM 187. Further downstream, many clients exit their trip via helicopter, from a pad outside the Park boundary at Whitmore Wash (RM 187). Here, helicopters transport clients to Bar 10 Ranch, an inholding within the remote western region of Grand Canyon National Park, where a fixed wing aircraft connects with Las Vegas, NV, St. George, UT, Marble Canyon, AZ, Tusayan, AZ, or Page, AZ.

Some Draft Contracts, as identified in the Operating Plan, Attachment A, Sec. B)(3), also permit entry by additional clients at Whitmore Wash. Concessioners arrange through Bar 10 Ranch for both helicopter and fixed wing flights. See [the Bar 10 Ranch website](#) for more information.

Access at RM 226. Some Concessioners exit at Diamond Creek (RM 226), via the unpaved Diamond Creek Road across the Hualapai Reservation. Concessioners must arrange with the Hualapai Tribe for use of Diamond Creek Road. See the [Hualapai Tribe website](#) for more information.

Access at RM 277. The section of river from Diamond Creek to Lake Mead NRA (RM 277), is called the Lower Gorge. River trips continuing past Diamond Creek must take out at Pearce Ferry (RM 280). Pearce Ferry Road is an unpaved two-mile road that leads to Meadview, AZ. Clients return via bus from Pearce Ferry to Las Vegas or Flagstaff.

Below the Pearce Ferry take-out, the extremely dangerous Pearce Ferry Rapid has emerged as Lake Mead’s waters have receded over the past decade. As of the beginning of the Draft Contract term, there are no



takeout points authorized below Pearce Ferry and entering Pearce Ferry Rapid is not permitted.

Types of Guided Multi-Day Interpretive Whitewater River Trips

The Draft Contracts allow several types of guided multi-day interpretive whitewater river trips as described in Exhibit B, Operating Plan. Concessioners arrange the types of food and other services on trips. Trips may vary in length from three to eighteen days.

Motorized trips. Motorized trips use inflatable pontoon rafts with metal frames and low-powered outboard motors, negotiating the canyon in approximately half the time an oar trip requires. The pontoon rafts carry all of the food, supplies, and passengers for a single trip.

Oar trips. Oar trips do not use motors. Oar trips may include any of the following, in combinations of the Concessioner's choosing:

- Inflatable rafts with a metal frame, piloted by a single guide using oars, carrying four or five clients each.
- Paddle boats that may or may not have a metal frame. Six to eight clients participate in paddling as instructed by a guide acting as paddle captain.
- Dories, or hard-shelled boats, based on a modified fishing boat design, rowed by a guide and carrying four clients.
- Baggage boats, or inflatable rafts with a metal frame, piloted by a boatman who may not be a certified guide, carrying gear or crew, but no clients.
- Inflatable kayaks or other craft as approved by the Service and described in the Draft Contract.

The experience. Clients spend their days traveling down the Colorado River in the canyon of Grand Canyon National Park. Qualified guides must always accompany clients. For each trip the concessioner must provide adequate food, water, and camping equipment to support the trip. Both private and commercial groups camp at first-come first-served campsites located along the Colorado River. Guides provide a variety of services including meal preparation, camp set-up, emergency first aid, guided hiking, and protection of Park resources.

During the trip, guides also provide interpretation of Park resources, which includes such topics as geology, botany, biology, human history, and Native American perspectives of the Colorado River.

For those clients entering or exiting their river trip via Bright Angel Trail on an exchange hike, a hiking escort must accompany the group to ensure the hikers make it safely into or out of the canyon. Hiking escorts are not considered guides or interpreters and the Service does not require clients to remain with the escort if they are willing and able to hike more quickly; the escort's role is to ensure to the extent possible a safe hiking experience for the clients.

Concessioners may arrange for client transport from Separation Canyon to the take out at RM 240 Pearce Ferry within Lake Mead NRA via a Service authorized company that provides power boat services. These services are currently operated under a Commercial Use Authorization (CUA) at Lake Mead NRA. The Concessioners must use companies authorized by Grand Canyon National Park and/or Lake Mead NRA.





INVESTMENT ANALYSIS

Leasehold Surrender Interest

Leasehold Surrender Interest is a compensable interest in real property improvements. The Existing Concessioners have no Leasehold Surrender Interest in Concession Facilities. No land or facilities are assigned and there will be no Leasehold Surrender Interest in the Draft Contracts.

Estimated Initial Investment

The Service expects each Concessioner will incur start-up costs prior to commencing operations, including working capital, personal property, supplies, and inventory. Offerors must make their own determinations of the investment required to support their operations. As described in the Proposal Package section of this Prospectus, Concessioners must demonstrate sufficient start-up funds in their proposals.

No Required Sale of Personal Property and Inventory Used in Existing Concession Operation

Concessioners must provide appropriate personal property and inventory necessary for the proper and efficient operation of the Draft Contract. The Existing Contracts do not require the Existing Concessioners to sell personal property, inventory, and supplies used in the existing operation.

Out of Park Support

Offerors for these Contracts must provide the services using support facilities (offices, maintenance yards, storage areas, and ticket/reservations systems) located outside the boundaries of the Park. The Service does not assign government-owned facilities or structures to the Concessioners under the Draft Contracts.

Insurance

The Service has included minimum insurance requirements in Exhibit D of the Draft Contract. Offerors must consider these requirements in preparing their proposals.

Utilities

There are no utilities and no sources of potable water in the Park backcountry, except at Phantom Ranch; however, this water source may fail intermittently, and the Concessioners must not depend on its availability.



The Concessioners must carry all trash and solid human waste out of the Park.

Rates

The methodologies used by the Service to determine the reasonableness and appropriateness of rates and charges are set out in the National Park Service Concession Management Rate Approval Guide (Feb. 2017), a link to which is included in the Prospectus Appendices.

The rate approval method for the Draft Contracts is Competitive Market Declaration. The Superintendent may rescind the use of this method with 30 days advance notice if it is determined the competitive situation has changed or if another method appears to be more appropriate.

Park Entrance Fees

The rate amounts do not include the Park entrance fee. All trip participants must possess or purchase an entrance pass. The Service intends for the Concessioners to collect per-person entrance fees from trip participants who do not already possess a valid Park entrance pass. The Concessioner, if it agrees, will sign a separate agreement with the Service. The current agreement is included for reference as an Appendix to this Prospectus.

Minimum Franchise Fee

The minimum annual franchise fee for the Draft Contract is as follows:

- 5.0% of Gross Receipts for Gross Receipts between: \$0 and less than \$750,000; plus
- 10.0% of Gross Receipts for Gross Receipts between: \$750,000 and less than \$1,000,000; plus
- 15.0% of Gross Receipts for Gross Receipts between: \$1,000,000 and less than \$2,000,000; plus
- 22.5% of Gross Receipts for Gross Receipts exceeding: \$2,000,000

Offerors may propose a higher franchise fee in accordance with terms of the Prospectus.

Example: A concessioner with gross receipts of \$2,500,000 would pay \$325,000 in franchise fees as calculated below.

5.0% of GR between \$0 and less than \$750,000 (5% x \$750,000)	= \$37,500
10.0% of GR between \$750,000 and less than \$1,000,000 (10% x \$250,000)	= \$25,000
15.0% of GR between \$1,000,000 and less than \$2,000,000 (15% x \$1,000,000)	= \$150,000
22.5% of GR exceeding \$2,000,000 (22.5% x \$500,000)	= <u>\$112,500</u>
Total \$325,000	



EXISTING CONCESSION OPERATIONS

Guided multi-day interpretive whitewater river trips are currently being provided through 16 concession contracts. These contracts were effective January 1, 2008 and will expire December 31, 2017. The Service intends to extend the contracts through December 31, 2018. Below is a list of the Existing Concessioners and the types of trips each provides, along with each contract's user day allocation.

Concession Contract	Concessioner Name	Type of Trips	User Days Assigned
CC-GRCA006-08	Arizona Raft Adventures, LLC	Motor and Oar	10,368
CC-GRCA007-08	Arizona River Runners, Inc.	Motor and Oar	11,099
CC-GRCA010-08	Canyoneers, Inc.	Motor and Oar	4,403
CC-GRCA011-08	Colorado River and Trail Expeditions, Inc.	Motor and Oar	2,848
CC-GRCA015-08	Grand Canyon Expeditions Company, Inc.	Motor and Oar	13,967
CC-GRCA016-08	Canyon Expeditions, Inc.	Oar only	2,960
CC-GRCA017-08	Grand Canyon Whitewater, LLC	Motor and Oar	7,203
CC-GRCA018-08	Hatch River Expeditions, Inc.	Motor and Oar	11,027
CC-GRCA020-08	Arizona Raft Adventures, LLC dba Grand Canyon Raft Adventures	Motor and Oar	3,693
CC-GRCA021-08	O.A.R.S. Grand Canyon, Inc.	Oar only	7,355
CC-GRCA022-08	Outdoors Unlimited River Trips	Oar only	4,821
CC-GRCA024-08	ARAMARK Sports & Entertainment Services, Inc.	Motor and Oar	9,546
CC-GRCA025-08	Tour West, Inc.	Motor and Oar	4,823
CC-GRCA026-08	Western River Expeditions, Inc.	Motor and Oar	14,001
CC-GRCA028-08	Canyon Explorations, Inc.	Oar only	4,063
CC-GRCA029-08	Grand Canyon Discovery, LLC	Motor and Oar	3,323

2014 – 2016 Historical Revenues

The following chart presents the 2014 – 2016 historic revenues for each Existing Contract. As stated previously, there are no significant changes in the required and authorized services under the Draft Contracts.

Concession Contract	2014 Gross Revenue	2015 Gross Revenue	2016 Gross Revenue
CC-GRCA006-08	\$3,115,547	\$3,104,758	\$3,117,745
CC-GRCA007-08	\$4,997,617	\$5,250,953	\$5,394,455
CC-GRCA010-08	\$1,455,079	\$1,568,004	\$1,622,902
CC-GRCA011-08	\$1,214,320	\$1,277,734	\$1,273,245
CC-GRCA015-08	\$3,608,667	\$3,556,771	\$3,995,546
CC-GRCA016-08	\$932,451	\$944,260	\$911,810
CC-GRCA017-08	\$2,304,015	\$2,346,724	\$2,386,832
CC-GRCA018-08	\$3,665,446	\$4,123,356	\$4,032,667
CC-GRCA020-08	\$989,654	\$1,101,139	\$1,067,012
CC-GRCA021-08	\$3,926,852	\$3,681,859	\$3,821,023
CC-GRCA022-08	\$1,396,935	\$1,656,239	\$1,815,804



Concession Contract	2014 Gross Revenue	2015 Gross Revenue	2016 Gross Revenue
CC-GRCA024-08	\$2,904,914	\$3,096,064	\$3,194,501
CC-GRCA025-08	\$1,926,743	\$2,081,380	\$2,089,311
CC-GRCA026-08	\$8,517,964	\$8,704,366	\$8,801,546
CC-GRCA028-08	\$1,258,862	\$1,154,752	\$1,203,195
CC-GRCA029-08	\$1,007,004	\$950,379	\$1,003,515

2014 – 2016 Historical Franchise Fees Paid

The following chart presents the 2014 – 2016 franchise fees paid by each Existing Contract.

Concession Contract	2014 Franchise Fees Paid	2015 Franchise Fees Paid	2016 Franchise Fees Paid
CC-GRCA006-08	\$ 351,705	\$ 348,910	\$ 353,494
CC-GRCA007-08	\$ 705,994	\$ 750,785	\$ 776,559
CC-GRCA010-08	\$100,479	\$ 110,574	\$ 118,918
CC-GRCA011-08	\$65,426	\$ 69,205	\$ 75,781
CC-GRCA015-08	\$ 466,826	\$ 457,579	\$ 536,405
CC-GRCA016-08	\$ 47,853	\$ 49,255	\$ 48,495
CC-GRCA017-08	\$ 226,444	\$ 233,729	\$ 240,836
CC-GRCA018-08	\$ 460,094	\$ 539,261	\$ 522,605
CC-GRCA020-08	\$ 56,931	\$ 68,535	\$ 64,487
CC-GRCA021-08	\$ 526,833	\$ 482,735	\$ 507,784
CC-GRCA022-08	\$ 99,832	\$ 129,888	\$ 137,079
CC-GRCA024-08	\$322,159	\$ 369,968	\$ 395,844
CC-GRCA025-08	\$136,457	\$ 151,085	\$ 152,711
CC-GRCA026-08	\$1,157,998	\$ 1,197,756	\$ 1,214,749
CC-GRCA028-08	\$ 84,563	\$ 73,206	\$ 77,515
CC-GRCA029-08	\$ 58,422	\$ 53,964	\$ 58,210

Historical Use

The Existing Concessioners provided services for 18,797 visitors in 2016. The Concessioners typically operate at 95% capacity. The table below presents historical use for each Existing Contract from 2014 – 2016. Additional visitor use statistics for other Park Concessioners and activities are available at the [NPS Visitor Use Website](#).



Existing Contract	2014 Trips	2014 Participants	2015 Trips	2015 Participants	2016 Trips	2016 Participants
CC-GRCA006-08	50	1,067	50	1,101	49	1,065
CC-GRCA007-08	66	2,649	65	2,607	64	2,733
CC-GRCA010-08	30	788	30	830	30	811
CC-GRCA011-08	18	425	18	483	18	499
CC-GRCA015-08	76	1,526	76	1,459	77	1,548
CC-GRCA016-08	13	302	15	287	16	280
CC-GRCA017-08	39	1,146	42	1,154	39	1,209
CC-GRCA018-08	67	1,493	66	1,647	67	1,588
CC-GRCA020-08	24	384	23	430	25	387
CC-GRCA021-08	36	1,192	35	1,065	35	1,110
CC-GRCA022-08	22	544	22	631	22	620
CC-GRCA024-08	49	1,494	48	1,400	47	1,506
CC-GRCA025-08	28	918	31	999	33	957
CC-GRCA026-08	76	3,811	76	3,814	76	3,801
CC-GRCA028-08	24	390	19	371	18	339
CC-GRCA029-08	18	378	16	321	16	344

OTHER PARK INFORMATION



Colorado River Management Plan

The 2006 CRMP addresses resource protection, visitor experience, and public services along the river, and considers the impacts of Service river management on federally recognized American Indian tribes whose reservations adjoin the Park. The CRMP is available at the [Park's website](#).

Where the Hualapai Reservation and the Park share boundaries, the CRMP describes management zones that reflect the variety and intensity of visitor activities, particularly in the river segment downstream of Diamond Creek. The CRMP addresses cooperative management issues with neighboring units of the National Park Service, tribal governments, and other agencies with jurisdiction or interests affected by, or that may themselves affect management, of the Colorado River corridor in the Park. In addition, the CRMP considers the input of other stakeholders.

MARKET AREA OVERVIEW

Local Market Area

There are a number of river running opportunities within Northern Arizona, although none offer extended multi-day tours. Glen Canyon National Recreation Area offers a day trip on the river between Glen Canyon Dam and Lees Ferry under concession contract GLCA001. This smooth-water trip attracts visitors who want a shorter, less expensive experience than a multi-day river trip or who prefer to avoid whitewater. The San Juan River, in the four corners region, provides multi-day guided opportunities for clients overseen by the Bureau of Land Management.



SITE VISIT

The Service will not conduct a site visit. Offerors are encouraged to visit the area to become familiar with physical conditions and limitations involved and become acquainted with the details requisite to operating the Draft Contract services.



PROPOSAL INSTRUCTIONS

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Grand Canyon National Park

Proposal to Operate

Guided Multi-Day Interpretive Whitewater River Trips
within
Grand Canyon National Park

CONCESSION CONTRACT NO.CC-GRCAXXX-19

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PROPOSAL INSTRUCTIONS

1) Response Requirements for Submission of Proposal

- a) This Prospectus is issued under the authority of 36 C.F.R. Part 51 (incorporated by reference herein). In the event of any inconsistency between the terms of this Prospectus and 36 C.F.R. Part 51, 36 C.F.R. Part 51 will control. The Service presumes that all persons that submit a proposal in response to this Prospectus are informed of the provisions of 36 C.F.R. Part 51.
- b) Proposals for the draft contract must be received by the due date and time shown on the inside cover of this Prospectus.
- c) Only an Offeror submitting a responsive proposal is eligible to be awarded the new concession contract. A responsive proposal means a timely submitted proposal that is determined by the Service as agreeing to all of the minimum requirements of the draft concession contract and Prospectus and as having provided the information required by the Prospectus.
- d) Information "required by the Prospectus" refers to information expressly required by the Prospectus and that is material, as determined by the Service, to an effective evaluation of the proposal under the applicable selection factor.

2) Form in Which Proposal Must be Submitted

- a) Offerors must follow the format provided in the Proposal Package, including in its entirety without alteration the "Offeror's Transmittal Letter," in applying for the concession opportunity. Failure to submit a signed Offeror's Transmittal Letter without alteration (except for filling in the indicated blanks) will make your proposal non-responsive.
- b) Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. It is important that your response stays within the organizational framework in the Proposal Package and provides all relevant information directly in response to each selection factor. The Service may consider relevant information contained elsewhere in a proposal in assessing the proposal's response to each particular selection factor.
- c) Where page limits are set out in the Proposal Package, the Service will not review or consider the information on any pages that exceed the page limitations stated, including attachments, appendices, or other additional materials the Offeror submits. The Service would like to see clear and concise answers. A longer answer will not necessarily be considered a better answer.
- d) The Service considers text on two sides of one sheet of paper as two pages.
- e) Offerors must use letter-size paper unless a subfactor asks for schematics or drawings, where Offerors may use legal or ledger-size paper. Offerors must use 10, 11, or 12 point font for all text within the proposal, including all tables, charts, graphs, and provided forms. The Service will accept images of sample material using smaller fonts. Page margins must be 1 inch.

3) Submission Protocol

- a) Submit three (3) identical hard copies and one electronic copy, identical to the hard copy. In order to facilitate discussion and review of proposals among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and passed easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. However, you must provide all financial spreadsheets in Microsoft Excel in the format provided. In the event of a discrepancy between the electronic copy and the hard copies, information on the hard copies will control.
- b) Enclose copies in a sealed container with the following marked on the exterior:
 - (1) "CONCESSION PROPOSAL, MAILROOM DO NOT OPEN"

- (2) The due date specified in the Prospectus for receipt of the proposal by the Service.
- (3) The name and address of the Offeror.
- c) The Service, at the appropriate address, must receive proposals by the time and date shown on the inside cover of this Prospectus.
- d) The Service will not accept a proposal or any part of a proposal by electronic mail or facsimile transmission.

4) Proposals Considered Public Documents

- a) All proposals submitted in response to this Prospectus may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552).
- b) If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial or financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law.

You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.

- c) Information so identified will not be made public by the Service except in accordance with law.

5) Questions

If you do not understand something in this Prospectus, you must submit your questions via email to the contact person noted on the inside cover of the Prospectus, no later than the date specified on the inside cover of the Prospectus. The questions must be in a format that allows the Service to copy the questions to Microsoft Word. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. Your questions must specify the section of the Prospectus that is the subject of your inquiry. If you do not reference the specific section of the Prospectus, your questions may not be answered. The Service will respond to your questions, as appropriate, in writing, and will provide the questions and responses to all potential Offerors who have requested a Prospectus. Questions submitted after this date may not be answered. (36 C.F.R. Part 51)

6) Evaluation of Proposals

- a) The Service will apply the principal selection factors and secondary factors as set forth in 36 C.F.R. Part 51 by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation discussing any subfactors when applicable and other supporting information.
- b) For each selection factor, the Service will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any. The Service will give equal weight to each subfactor under a given selection factor, unless otherwise expressly stated.

The first four principal factors will be scored from zero to five. The fifth principal selection factor will be scored from zero to four (with a score of one for agreeing to the minimum franchise fee

contained in the Prospectus). Secondary Selection Factor 1 will be scored from zero to three. Secondary Selection Factor 2 will be scored from zero to three. The Service then will assign a cumulative point score to each proposal based on the assigned score for each selection factor.

c) Principal Selection Factors. The five principal selection factors are:

Principal Selection Factor 1. The responsiveness of the proposal to the objectives, as described in the Prospectus, of protecting, conserving, and preserving resources of the park.

Principal Selection Factor 2. The responsiveness of the proposal to the objectives, as described in the Prospectus, of providing necessary and appropriate visitor services at reasonable rates;

Principal Selection Factor 3. The experience and related background of the Offeror, including the past performance and expertise of the Offeror in providing the same or similar visitor services as those to be provided under the new concession contract;

Principal Selection Factor 4. The financial capability of the Offeror to carry out its proposal; and

Principal Selection Factor 5. The amount of the proposed minimum franchise fee and other forms of financial consideration to the Service. Consideration of revenue to the United States will be subordinate to the objectives of protecting, conserving, and preserving resources of the park and of providing necessary and appropriate visitor services to the public at reasonable rates.

d) Secondary Selection Factors. The secondary selection factors are:

Secondary Selection Factor 1. The quality of the Offeror's proposal to conduct its operations in a manner that furthers the protection, conservation, and preservation of the park and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling.

Secondary Selection Factor 2. The quality of the offeror's proposal to conduct its operations in an inclusive and respectful manner.

7) Process of Selecting the Best Proposal

The Service will select the responsive proposal with the highest cumulative point score as the best proposal. If two or more responsive proposals receive the same highest point score, then the Service will select as the best proposal (from among the responsive proposals with the same highest point score) the responsive proposal that the Service determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 C.F.R. Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Selection Factor 5 will be subordinate to the objectives of protecting, conserving and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates (36 C.F.R. §51.16(c)).

8) Availability of a Debriefing

If Offerors wish to request an oral post-award debriefing, a written request must be received within 14 calendar days from receiving the Notification of Selection/Non-Selection letter. Award of a concession contract does not occur until the competitive process has been completed and both the selected Offeror and the Service have signed the concession contract (36 C.F.R. Part 51). The Service will make every effort to schedule the oral debriefing as soon as practicable after award. The debriefing may occur by phone or in person when feasible. A debriefing is not an opportunity for negotiation, amendment, supplementation or reevaluation of any proposal.

9) Preferred Offeror Determinations

Section 403 of the National Park Service Concessions Improvement Act (P.L. 105-391) includes a preference for a preferred Offeror to the award of a qualified concession contract.

Under the provisions of 36 C.F.R. Part 51, Subparts E and F, the Service has determined that these are qualified concession contracts, and, therefore, preferred offerors for these contracts exist.

10) Congressional Notice Period

Concession contracts issued for a term of more than ten years, or when the annual gross receipts are anticipated to exceed \$5,000,000, are required by law to be submitted to the Congress for sixty days before they may be awarded. The Service will submit CC-GRCA007-19 and CC-GRCA026-19 to Congress because annual gross receipts are anticipated to exceed \$5,000,000.

11) Cautions to Offerors about Submission and Evaluation of Proposals

- a) All information regarding this Prospectus will be issued in writing. No Service representative or other government official is authorized to make substantive oral representations relating to this matter, and no Offeror should rely on any oral representations made by government officials with respect to this transaction.
- b) The attached draft contract and its exhibits set forth the terms and conditions under which the concession operation is to be conducted. The Service may amend a Prospectus or extend the submission date, or both, prior to and on the proposal due date. The Service also may cancel a solicitation at any time before the award of the concession contract if the Service determines in its discretion that this action is appropriate in the public interest. No Offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled, or reissued solicitation for this concession contract (36 C.F.R. § 51.11).
- c) Unless otherwise expressly stated, the draft concession contract does not permit the provision of visitor services by the concessioner through subconcession or other third party agreements, including management agreements. Accordingly, the entity that is to be the concessioner under the draft concession contract, unless the contract expressly states to the contrary, must have the capability to provide all visitor services under the draft concession contract without the assistance of third parties. Joint ventures, partnerships, and other business entities are permitted.
- d) Except as provided under 36 C.F.R. §51.4, the terms, conditions and determinations of this Prospectus and the terms and conditions of the draft concession contract as described in this Prospectus, including, without limitation, its minimum franchise fee, are not final until the concession contract is awarded.
- e) This Prospectus includes the selection factors to be used by the Service to evaluate proposals. Under each factor, the Service may identify subfactors to ensure that all elements of the factor are considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.
- f) This Prospectus and related documents reflect the views and objectives of the Service with regard to the proposed concession operation. Should you believe any statement in the Prospectus to be inaccurate, you must submit comments to the Service in writing, **no later than the date specified** on the inside cover of the Prospectus. Send your comments to the office named on the inside cover of this Prospectus for the receipt of proposals.
- g) The information in this Prospectus, including the Appendices, is provided to allow Offerors to understand the operations and terms of the new concession contract. Offerors are encouraged to thoroughly review all information and required submittal documents before beginning to prepare a proposal.
- h) Offerors are responsible for undertaking appropriate due diligence with respect to this business opportunity. All of the statements made in this Prospectus regarding the nature of the business and its likely future are only opinions of the Service. Offerors may not rely on any representations of the Service in this regard.

- i) A proposal to expand the scope of investment, facilities, services, and/or Leasehold Surrender Interest, beyond those called for in this Prospectus will not be considered in the evaluation of proposals.
- j) A proposal to provide direct or indirect monetary or other benefits to the Park or government not within the scope or requirements of the contract will not be considered in the evaluation of proposals.
- k) If you propose to make any financial commitments and considerations in response to any selection factor, your proposal will be closely reviewed and analyzed against your financial statements and supporting documents with appropriate review of feasibility. Such documents reviewed and analyzed will include but not be limited to the Business Organization and Credit Information, pro forma income statements, audited or reviewed financial statements, and balance sheets contained in your proposal.
- l) The proposal and related materials submitted should reflect the entire proposal you are making. The Service will consider your written submission as your full and final proposal in response to the Prospectus, and will make its selection based on the written information you have submitted and other appropriate information. Do not assume that the Service knows anything about you or your proposal. Do not assume that any information about you or your proposal, any previous correspondence or previous submissions are in the possession of or will be considered by the Service. This is true even if you are the current concessioner or have operated another concession within the park area or National Park System. **In making its selection of the best proposal submitted in response to the Prospectus, the Service has the right, but not the obligation, to consider any other information relating to the matter.**
- m) Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. Offerors are encouraged to ensure the timely submittal of proposals by contacting the delivery service of their choice regarding delivery availability for the specific location identified on the inside cover of this Prospectus.
- n) The Service may request from any Offeror who has submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal, but does not include amendment or supplementation of a proposal. An Offeror may not amend or supplement a proposal after the submission date unless requested by the Service to do so, and unless the Service provides all Offerors that submitted proposals a similar opportunity to amend or supplement their proposals.
- o) The selected Offeror must execute the concession contract promptly after the selection of the best proposal and within the time period specified by the Service. Any questions or clarifications related to the contract for execution must be submitted as soon as possible by the selected Offeror so that the Selected Offeror executes the contract within the time period specified. If the selected Offeror fails to execute the concession contract within the time period specified by the Service, the Service may select another responsive proposal for award of the concession contract, or will cancel the selection and may re-solicit the concession contract (36 C.F.R. Part 51).
- p) The Service, in accordance with 36 C.F.R. Part 51, may include as terms of the draft concession contract, appropriate elements of the proposal selected for award of the concession contract, including, without limitation, investments, facilities, services, and other commitments.

PROPOSAL PACKAGE

CC-GRCAXXX-19

Department of the Interior

National Park Service
Grand Canyon National Park

Proposal to Operate Guided Multi-Day Interpretive Whitewater River Trips

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PROPOSAL SUBMISSION TERMS & CONDITIONS

- 1) The Offeror's Transmittal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. **The Offeror's Transmittal Letter, submitted without alteration, must bear original signatures and be included in the Offeror's Proposal Package.** The National Park Service (Service) will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If your proposal does not accept without condition the terms and conditions of this Prospectus, it may be considered non-responsive, even if you submitted an Offeror's Transmittal Letter without alteration.
- 2) The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the Draft Contract as the Concessioner. If the entity that is to be the Concessioner is not in existence as of the time of submission of a proposal, the proposal must demonstrate that the individual(s) or organization(s) (hereinafter Offeror-Guarantor) that intends to establish the entity that will become the Concessioner has the ability and is legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Draft Contract. In addition, the Offeror-Guarantor must unconditionally state and guarantee in its proposal that the Offeror-Guarantor will provide the Concessioner with all funding, management, and other resources that the Draft Contract requires and the proposal offers.
- 3) This Prospectus consists of solicitations for the award of up to 16 Concession Contracts. **You must submit a separate completed Offeror's Transmittal Letter and Proposal Package for each of the Concession Contract(s) for which you wish to apply.** If you submit proposals for more than one Contract, you must state the total number of contracts for which you are applying, the maximum number of contracts you have the capacity to conduct, and then list those in an order of preference that clearly prioritizes which Concession Contracts you most desire for award. This must be included as a separate sheet accompanying the Transmittal Letter submitted with each Proposal. If you submit proposals for more than one Contract, the Service will review each of your proposals on both an individual and an overall basis to ensure that you can carry out contractual requirements for each Contract and all Contracts for which you have submitted proposals. Upon review, if the Service determines that you have not demonstrated this ability for each Contract and all Contracts, one or more of your proposals may be deemed non-responsive and/or may result in a lower score. Please note that current Park planning documents limit commercial organizations to holding no more than three contracts.

Note: To maintain a right of preference for a specific contract, an Existing Concessioner must submit a responsive proposal for the contract number that it held as of January 1, 2018. For example, if you held CC-GRCA006-08, apply for CC-GRCA006-19 to maintain a right of preference; or if you held CC-GRCA029-08, apply for CC-GRCA029-19 to maintain a right of preference, etc.

Concession Contract	Preferred Offeror Name
CC-GRCA006-08	Arizona Raft Adventures, LLC
CC-GRCA007-08	Arizona River Runners, Inc.
CC-GRCA010-08	Canyoneers, Inc.
CC-GRCA011-08	Colorado River and Trail Expeditions, Inc. dba Colorado River & Trail Expeditions, Inc.
CC-GRCA015-08	Grand Canyon Expeditions Company, Inc.
CC-GRCA016-08	Canyon Expeditions, Inc.
CC-GRCA017-08	Grand Canyon Whitewater, LLC

Concession Contract	Preferred Offeror Name
CC-GRCA018-08	Hatch River Expeditions, Inc.
CC-GRCA020-08	Arizona Raft Adventures, LLC dba Grand Canyon Raft Adventures
CC-GRCA021-08	O.A.R.S. Grand Canyon, Inc.
CC-GRCA022-08	Outdoors Unlimited River Trips
CC-GRCA024-08	ARAMARK Sports & Entertainment Services, Inc.
CC-GRCA025-08	Tour West, Inc.
CC-GRCA026-08	Western River Expeditions, Inc.
CC-GRCA028-08	Canyon Explorations, Inc.
CC-GRCA029-08	Grand Canyon Discovery, LLC

OFFEROR'S TRANSMITTAL LETTER

Regional Director
National Park Service, Intermountain Region
12795 West Alameda Parkway
Lakewood, CO 80228

Dear Director:

This Proposal Package is for guided multi-day interpretive whitewater river trips, Concession Contract number CC-GRCA_____-19.

The name of the Offeror is _____. If the Offeror is not yet in existence, this letter is submitted on its behalf by _____ as Offeror-Guarantor(s), who guarantee(s) all certifications, agreements and obligations of the Offeror hereunder and make(s) such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror hereby agrees to provide visitor services and facilities within the Grand Canyon National Park in accordance with the terms and conditions specified in the Draft Concession Contract CC-GRCAXXX-19 (Draft Contract) provided in the Prospectus issued by the public notice as listed in the Federal Business Opportunities and to execute the Draft Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus and the Offeror's Proposal). If the Offeror is not yet in existence, the undersigned, acting as guarantor(s) of all certifications, agreements and obligations of Offeror hereunder, makes such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror is enclosing the required "Proposal" which, by this reference, is made a part hereof.

The Offeror certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Offeror to criminal penalties under 18 U.S.C. §1001. The Offeror agrees to meet all the minimum requirements of the Draft Contract and the Prospectus. The Offeror certifies that it has provided all of the mandatory information specified in the Prospectus.

The Offeror certifies in accordance with 2 C.F.R. Part 1400 the following:

- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- Within the three years preceding submission of the Proposal, none of the individuals or entities acting as Offeror or with an ownership interest in the Offeror has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.
- The individuals or entities acting as Offeror or with an ownership interest in the Offeror have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

- The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the Draft Contract:

- 1) To the minimum requirements of the Draft Contract as identified in this Prospectus.
- 2) To complete the execution of the final Concession Contract within the time provided by the National Park Service when it presents the contract for execution.
- 3) To commence operations under the resulting Concession Contract on the effective date of the Concession Contract.
- 4) To operate under the current National Park Service approved rates until such time as amended rates may be approved by the National Park Service.
- 5) [Include only if the Offeror is not yet in existence.] To provide the entity that is to be the Concessioner under the Draft Contract with the funding, management, and other resources required under the Draft Contract and/or described in this Proposal.
- 6) [Include only if the Offeror is a business entity, rather than an individual] To deliver to the Regional Director within 10 days following the announcement of the selection of the Offeror as the Concessioner, current copies of the following:
 - Certificate from its state of formation indicating that the entity is in "good standing"(if such form is issued in that state for Offeror's type of business entity);
 - Governing documents of Offeror (e.g. Articles of Incorporation and By-Laws for corporations; Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
 - If the business entity was not formed in the State of Arizona, evidence that it is qualified to do business there.

NAME OF OFFEROR (or OFFEROR-GUARANTOR(s)): _____

If the Offeror is not yet in existence as of the time of submission – list all entities if more than one and clearly indicate that the entity is an Offeror-Guarantor.

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

(END OF OFFEROR'S TRANSMITTAL LETTER)

CERTIFICATE OF BUSINESS ENTITY OFFEROR
(OR OF OFFEROR-GUARANTOR IF OFFEROR IS NOT YET FORMED)
(Offerors who are individuals should skip this certificate)

I, _____, certify that I am the _____ of the [specify one] corporation/partnership/limited liability company/joint venture named as Offeror (or Offeror-Guarantor, if applicable) herein; that I signed this proposal for and on behalf of the Offeror (or Offeror-Guarantor, if applicable), with full authority under its governing instrument(s), within the scope of its powers, and with the intent to bind the entity.

NAME OF ENTITY: _____

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

SELECTION FACTORS

Response Format

- Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the selection factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. It is important that your response stays within the organizational framework in the Proposal Package and provides all relevant information directly in response to each selection factor. The Service may consider relevant information contained elsewhere in a proposal in assessing the proposal's response to each particular selection factor.
- The evaluation panel will only take firm commitments into account when evaluating proposals. The Service does not consider responses that include terms such as "look into," "research," "may," "if feasible," and similar terms to be firm commitments. In addition, the Service considers responses that include a specific time for commitment implementation to be stronger responses. For example, "XXX commits to provide recycle containers in each lodging room by December of 2017."
- Where page limits are set out in the Proposal Package, the Service will not review or consider the information on any pages that exceed the page limitations stated, including attachments, appendices, or other additional materials the Offeror submits. The Service would like to see clear and concise answers. A longer answer will not necessarily be considered a better answer.
- Offerors must use letter-size paper unless a selection factor or subfactor asks for schematics or drawings, in which case Offerors may use legal or ledger-size paper.
- The Service considers text on two sides of one sheet of paper to be two pages.
- Offerors must use 10, 11, or 12 point font for all text within the proposal, including all tables, charts, graphs, and provided forms. The Service will accept images of sample material with smaller fonts.
- Page margins must be 1 inch.

PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK. (0-5 POINTS)

Service Objectives: The National Park Service's (Service) objectives under this Principal Selection Factor are protecting the wilderness character of the Colorado River corridor. In addition, the Service wants to enhance opportunities for clients to learn the significance of natural and cultural resources from the perspective of American Indian tribes, to encourage and support the protection of these resources.

Subfactor 1(a). Protecting Natural and Cultural Resources through Interpretation of the Grand Canyon from the Perspective of American Indian Tribes**(Possible Score 0-3 Points)**

The Environmental Impact Statement for the 2006 Colorado River Management Plan (CRMP) calls for enhanced interpretation of the Grand Canyon from the perspective of American Indian tribes that have historical ties to the Grand Canyon and are culturally associated with it, especially if such interpretation is provided by a member of a culturally affiliated tribe employed by the Concessioner. Such interpretation reinforces the importance of protecting park natural and cultural resources, not only for their own physical and historic qualities, but for their spiritual and cultural values to these associated tribes.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe programs or activities you commit to implement to enhance clients' opportunities to learn about the natural systems, history, archeology, and the American Indian relationship to the Grand Canyon from the perspective of American Indian tribes. Your description must include why you think your programs or activities improve protection of natural and cultural resources.

Subfactor 1(b). Wilderness Character Protection**(Possible Score 0-2 Points)**

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe the best practices exceeding the requirements of the Operating Plan (3 F)1-5) you commit to implement to limit adverse impacts to the environment while conducting interpretive whitewater river trips.
- 2) Describe the techniques you commit to requiring your crew to implement that will encourage your clients to embrace wilderness characteristics, such as solitude, natural soundscape, and night skies.

PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (0 - 5 POINTS)

Service Objectives: The Park has as a priority for the safety and well-being of park visitors while participating in backcountry activities. One aspect of this is the education and preparation of visitors for the arduous activities required while traveling and recreating in the desert environments managed as wilderness. The Park believes education and preparation may reduce the number of client illnesses and injuries.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

Subfactor 2(a). Prior to the trip

- 1) Submit the information for each of the topics below and describe how will you communicate to potential clients:
 - a) The level of fitness required for basic camp and boat activities, such as getting on and off the boats, walking in camp, etc.
 - b) What to expect from an exchange hike and side hikes.
 - c) How to physically prepare for the trip, especially for exchange hikes and side hikes.
 - d) How to self-screen and self-assess one's fitness and ability to participate in the activity.

Subfactor 2(b). During the trip

- 1) Submit the information for each topic and describe how will you communicate to clients:
 - a) The need to eat and drink properly for good health and comfort in the desert environment.
 - b) How to engage in more arduous activities such as side hikes or exchange hikes in a safe and healthful way.

PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (0-5 POINTS)

Note to Offeror: To assist in the evaluation of proposals under this and other selection factors, provide the following information regarding the organizational structure of the business entity that will execute the Draft Contract. This organizational structure information will not be scored for selection purposes, but may be used for assessing responses to various selection factors. If the Offeror is not yet in existence, the Offeror-Guarantor(s) should describe its own experience and explain how such experience will carry over to the Offeror entity.

Offeror's Organizational Structure

Describe the entity with which the National Park Service will contract, specifying whether it is currently in existence or is to be formed. Clearly define the Offeror's relationship to any related entities that will affect how the Offeror will perform under the Draft Contract. Identify the entity, if other than the Offeror, that has the authority to allocate funds, and hire and fire management employees of the Offeror. Identify any individual or business entity that holds or will hold a controlling interest in the Offeror. Identify and provide information about the Offeror's principals (for corporations, their executive officers, directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their members, managing members, and managers, if any; for joint ventures, each venturer; and for unincorporated sole proprietorships, the individual who owns and operates the business).

Submit your organizational documents (e.g., partnership agreement, articles of incorporation, operating agreement).

Using the appropriate Business Organization Information form at the end of this section, identify the Offeror and each business entity and/or individual to be involved in the management of the proposed concession operation. Use the form appropriate for your business entity or sole proprietorship and include all information necessary to make the relationship among the parties clear. When completed, the Business Organization Information form should convey the following information:

- 1) Full legal name of the Offeror *and any trade name* under which it proposes to do business.
- 2) The legal form of the Offeror, if other than an individual.
- 3) The name, address and, if applicable, form of business entity of all owner(s) of the Offeror, including, the precise extent of their ownership interests.
- 4) The name, address and, if applicable, form of business entity of all related business organizations and/or individuals that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the Offeror. Describe in detail how these relationships will work formally and in practice. Use additional pages if the information does not fit within the forms provided.
- 5) If applicable, the length of Offeror's existence as a business entity.

If the Offeror is not yet in existence, submit a Business Organization Information form for each Offeror-Guarantor.

Subfactor 3(a). Past Experience in the Operations Required by the Draft Contract.**(Possible Score 0-2 Points)**

Using not more than **2 pages**, including all text, pictures, graphs, etc., demonstrate your experience managing guided multi-day interpretive whitewater river trips similar to those required by the Draft Contract by describing one example of your experience by providing the following information in table format.

- 1) Name of operation
- 2) Location of operation
- 3) Duration of involvement in managing the operation, including dates
- 4) Role in the operation
- 5) Approximate dates of average operating season
- 6) Number of employees and guides during high and low seasons
- 7) Annual gross receipts for the past two seasons
- 8) Annual number of trips and clients for the past two seasons
- 9) Length of trips
- 10) Type of services provided during the trip
- 11) Equipment and amenities included with trips
- 12) Type of river, including class of rapids
- 13) Any special operating conditions (access, environmental concerns).

Notes to Offerors: The Offeror's "Role in the operation" refers to whether your company was the parent company, a subcontractor, the onsite operator, or had some other role. If an entity other than the Offeror, such as a sister, subordinate, or parent entity, had a role in the example operation, explain within the table that entity's role and describe how that entity's previous role will benefit or assist the Offeror in the Offeror's operations under the Draft Contract.

Subfactor 3(b). Guide and Crew Benefits and Support**(Possible Score 0-2 Points)**

The Service recognizes that Concessioners make long-term personnel investments in developing a river guide's unique combination of specialized skills, training, and ability to manage clients. The Service also recognizes that guiding can produce its own significant stresses and problems for front-line guides and crew. The Service's objective under this subfactor is to support a qualified workforce whose quality is key to successful implementation of the services required under the Contract.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe your employee benefits and incentive programs for guides and crew.
- 2) Describe how you will support guides and crew who struggle with mental health, drugs, and/or alcohol issues.
- 3) Describe how you will support a guide and crew who experience a traumatic situation on the job.

Subfactor 3(c). Violations or Infractions**(Possible Score 0-1 Points)**

The Service is aware that any business may receive the occasional notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency (hereinafter collectively referred to as "Infractions"). The Service is interested in understanding how your business manages these Infractions and your overall strategy to minimize Infractions.

Using not more than **5 pages**, including text, pictures, and graphs, demonstrate your understanding of the Service's concern.

- 1) Describe all Infractions that have occurred in any of your commercial river-related operations, whether under a concessions contract, commercial use authorization, under other types of permits, or in un-permitted operations in the past five years that the Service should know about prior to selecting you as the Concessioner under the Draft Contract.
- 2) Explain how you responded to the Infraction, including actions you took to prevent a recurrence of the Infraction.
- 3) List the Related Entities (as defined below) you considered in providing the foregoing information.
- 4) Describe your overall strategy to minimize Infractions and how you resolve, or plan to resolve, Infractions when they do occur.

Related Entities. In responding to this subfactor, consider the Offeror and all of its principals (for corporations, their executive officers, Directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their managing members and managers, if any; and for joint ventures, each venturer) and all parent entities, subsidiaries or related entities under the primary organizational entity (such as, a parent corporation and all subsidiaries), that provide the same or similar services as required or authorized by the Draft Contract.

NPS Form 10-357A (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION
Corporation, Limited Liability Company, Partnership, or Joint Venture
(Principal Selection Factor 3)



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Entity and Trade-name, if any	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Formation	
Date of Formation	

Ownership	Percentage of Ownership Interests	Current Value of Investment
Names and Addresses of those with controlling interest and key principals of business		
Total Interests Outstanding and Type(s):		

Officers and Directors or General Partners or Managing Members or Venturers	Address	Title and/or Affiliation

Attach the following:

- Description of relationship of any Offeror-Guarantor to the Offeror with respect to funding and management.

NPS Form 10-357A (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

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ESTIMATED BURDEN STATEMENT

We estimate that it will take you 1 hour to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your completed form to this address.

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

NPS Form 10-357B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION
Individual* or Sole Proprietorship
(Principal Selection Factor 3)



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Individual and Tradename, if Any**	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person (if other than the Offeror)	
Tax ID #	
Years in Business (of same type as required service(s))	
Current Value of Business	
Role in Providing Concession Service(s)	

* Due to difficulties determining authority to act and ownership, the Service will not accept a proposal from spouses jointly as a purported business entity. Either one individual must serve as the Offeror or the spouses must form a corporation, partnership, or limited liability company to serve as Offeror.

** If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

NPS Form 10-357B (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

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Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

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PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL. (0-5 POINTS)**Notes to Offeror:**

In the event the Offeror is not yet in existence, provide the information described below with respect to both the to-be-formed Offeror and the Offeror-Guarantor(s). The submission must include a letter from each Offeror-Guarantor that unconditionally states and guarantees the Offeror-Guarantor will provide the Offeror with all funding, management and other resources that the Draft Contract requires and the proposal offers. Failure to provide the required documentation may lead to the National Park Service determining your offer is non-responsive and ineligible for award of the Draft Contract.

All forms are provided electronically on the enclosed compact disk. The Offeror must complete all forms provided and submit both a hard copy and an Excel spreadsheet file.

Subfactor 4(a). Demonstrate that you have a credible, proven track record of meeting your financial obligations. The Offeror (and each Offeror-Guarantor) must provide comprehensive materials to demonstrate that it has a history of meeting its financial obligations by providing the following:

(Possible Score 0-0.5 Points)

- 1) The completed Business History Information Form provided at the end of this section for the Offeror AND any entity that will provide financial or management assistance. If the Offeror is not yet in existence, provide a Business History Information Form for each Offeror-Guarantor.
- 2) A complete credit report in the name of the Offeror and a complete credit report for any entity that will provide financial assistance that includes scores and is dated within six months prior to the date of the proposal. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet in existence, include a credit report for each Offeror-Guarantor.

Subfactor 4(b). Demonstrate the Offeror's business experience and financial capacity by providing the following:

(Possible Score 0-0.5 Points)

Submit the Offeror's audited financial statements for the two most recent fiscal years, with all notes to the financial statements. Audited financial statements must also be provided for any general partners in a partnership, and all venturers in a joint venture. If the Offeror is not yet in existence, submit audited financial statements for each Offeror-Guarantor.

If audited financial statements are not available but reviewed statements are, explain why the statements were reviewed rather than audited.

If neither audited nor reviewed statements are available, explain in detail why they are not available and submit:

Certified financial statements. The Offeror (and each Guarantor(s)) must submit information that demonstrates its financial experience, including financial statements that are certified as to accuracy and completeness by an authorized officer of the entity or by the individual Offeror, as appropriate.

If none of the above are available, explain in detail why they are not available and submit:

Personal financial statements. The Offeror (or Offeror-Guarantor(s), as applicable) must submit personal financial statements certified as to accuracy and completeness by the submitting individual for each of the Offeror's principals (as listed in NPS Form 10-357A).

Subfactor 4(c). Demonstrate that your proposal is financially viable and that you understand the financial obligations of the Draft Contract by providing the following:

(Possible Score 0-2 Points)

Your estimate of the acquisition and start-up costs of this business using the Initial Investment and Start-Up Expense and Initial Investments and Start-Up Expense Assumptions forms included in the Excel spreadsheets provided as an Appendix to the prospectus. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were determined. If you are the Existing Concessioner and do not anticipate any additional initial investment or start-up costs, please state that you consider the current personal property and assets adequate to operate this concession opportunity successfully.

Using the Excel spreadsheets provided as an Appendix to the prospectus, complete the Income Statement and Income Statement Assumptions forms and the Cash Flow Statement and Cash Flow Statement Assumptions forms found in tabs within the Excel workbook. Provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the entire term of the Draft Contract. Complete the Operating Assumptions tab to explain your financial projections. Also complete the Recapture of Investment and the Recapture of Investment Assumptions forms. Recapture amounts should also be included in the cash flow proforma, not the proforma income statement.

Below are some general notes regarding the provided forms found in the Appendices attached to the Prospectus.

- The Service has provided forms that request the information in the format it desires. These forms may differ from the format and requirements set forth in generally accepted auditing standards (GAAS) with regard to prospective financial statements. The Service does NOT request that the prospective financial statements be reviewed in accordance with GAAS.
- Do not add or eliminate rows on the Excel spreadsheets provided in the appendix. Columns should not be deleted; however, columns may be added to reflect the number of years in the Draft Contract term, if necessary. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If you provide additional information, clearly identify how it fits into the income statement, cash flow, and/or assumption tables. For the purpose of the pro forma statements, use the calendar year as the fiscal year.
- Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. Information must be sufficiently detailed to provide the Service with a full understanding of how the estimates were determined.
- Complete **all of the forms provided** and submit both a hard copy and an electronic Excel workbook file.

Subfactor 4(d). Demonstrate your ability to obtain the required funds for start-up costs under the Draft Contract by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, audited or reviewed financial statements, and signed loan commitment letters. Fully explain the financial arrangements you propose, using the following guidelines.

(Possible Score 0-2 Points)

The more definite the terms stated in the documentation, the more credible the Service is likely to find the Offeror's ability to obtain the required funds.

- 1) If funds are to be obtained from cash on hand or operating cash flows from the Offeror's current business, document each source and the availability of these funds by providing your previous and current audited financial statements for the two most recent fiscal years, with all notes to the financial statements (see 4(b) above if audited financial statements are not available). Depending on the Offeror's form of entity, provide audited financial statements for any individual Offerors, general partners in a partnership, and all venturers in a joint venture.
- 2) If the Offeror is not formed and the Offeror-Guarantor is funding the required start-up costs, provide for each Offer-Guarantor the documentation for the appropriate type of Offer-Guarantor (individual, business entity) as described below.
- 3) If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide supporting documents including but not limited to documents that describe the approximate amount of the loan, the term of the loan and any proposed encumbrances on the Draft Contract. Include a letter (addressed to the National Park Service from the lender on the lending institution's letterhead) stating the amount of funds available to the Offeror at the date of the letter. In addition, the letter must outline the Financial Institution's historical relationship with the Offeror. Specifically, the Financial Institution should provide the following information: number of years of the relationship; description and amount of all credit facilities extended along with their average annual outstanding balance and current outstanding balance; current account balance; and statement of whether the Offeror has met all obligations with the Financial Institution as required.
- 4) If funds are to be obtained from an individual, or a business entity whose primary fund source is an individual, provide the following as appropriate with respect to such individual:
 - Signed funding commitment from the individual (stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract)
 - Current personal financial statement certified as to accuracy and completeness by the individual submitting it
 - Current bank/financial institution documents that verify the account(s) and account balance(s) for the primary fund source
 - Documentation of any assets to be sold
 - Any other assurances or documents that demonstrate that the funds are available
- 5) If funds are to be obtained from working capital liabilities (such as advance deposits), please provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.
- 6) If funds are to be obtained from another source (e.g., a business entity whose primary fund source is not an individual), provide the following as appropriate:
 - Signed funding commitment from the fund source stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract

- Current audited financial statements for the most recent year (see 4(b) above if audited financial statements are not available)
- If the current audited financial statements do not evidence that the source has the necessary funds to make the funding commitment, provide additional documentation.

NOTE: *If the Offeror is obtaining even a part of the necessary funds from another, the Service must be able to determine from the documents submitted that the Offeror is highly likely to obtain either a stated amount or an unlimited amount of funding from an entity with sufficient financial capability to provide the funds.*

NPS Form 10-358 (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS HISTORY INFORMATION

PROPOSAL PACKAGE CC-GRCAXXX-19



Business History Information Form (Principal Selection Factor 4 - Subfactor 4(a))

Business history information should be provided for the Offeror AND any entity that will provide financial or management assistance. If the Offeror is not yet formed, provide a business history form for each Offeror-Guarantor.

The information provided below is for the entity: _____

- (1) Has Offeror (or Offeror-Guarantor, as appropriate) ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company?

☐ YES

☐ NO

If YES, provide full details of the circumstances.

- (2) List any bankruptcies, receiverships, foreclosures, transfers in lieu of foreclosure, and/or work-out/loan modification transactions during the past five years. Include an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which, if adversely resolved, could materially impact the financial position of the Offeror (or Offeror-Guarantor, as appropriate). If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's (or Offeror-Guarantor's, as appropriate) alleged inability or unwillingness to meet its financial obligations. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (5) Describe any liens recorded against the Offeror (or Offeror-Guarantor, as appropriate) within the past five years (whether from taxing authorities or judgments) and, if resolved, provide a copy of any lien release. If none, check the box below. Otherwise, provide full details below.

☐ NONE

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NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

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PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR. (0-4 POINTS)

The minimum franchise fee acceptable to the Service is as follows:

- 5.0% of Gross Receipts for Gross Receipts between: \$0 and less than \$750,000; plus
- 10.0% of Gross Receipts for Gross Receipts between: \$750,000 and less than \$1,000,000; plus
- 15.0% of Gross Receipts for Gross Receipts between: \$1,000,000 and less than \$2,000,000; plus
- 22.5% of Gross Receipts for Gross Receipts exceeding: \$2,000,000

The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly will generally result in a higher score under this selection factor; however, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

State the amount of franchise fee you propose in the chart below. Such fee must be at least equal to the minimum franchise fee. If an Offeror proposes a higher than minimum franchise fee, increases must be one amount applied equally to all ranges, expressed as a percentage of annual gross receipts. (Example, if one decides to propose an increase of 1.0% per tier, then: 5% would become 6%, 10% would become 11%, 15% would become 16%, and 22.5% would become 23.5%)

Gross Receipt Tier	Minimum Franchise Fee Required (% of Gross Receipts)	<i>Example of proposed higher franchise fee</i>	Proposed Franchise Fee
\$0 and less than \$750,000; plus	5%	6%	
\$750,000 and less than \$1,000,000; plus	10%	11%	
\$1,000,000 and less than \$2,000,000; plus	15%	16%	
Exceeding \$2,000,000	22.5%	23.5%	

For franchise fee calculation example, refer to the Business Opportunity.

SECONDARY SELECTION FACTORS

SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION, AND PRESERVATION OF THE PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING. (0-3 POINTS)

Environmental Best Management Practices

Using no more than **3 pages**, describe specific environmental best management practices (not already described under other selection factors and beyond the minimum requirements in the Operating Plan) that you will implement in each of the following areas:

- (1) Waste reduction within the Park
- (2) Environmental purchasing of equipment (excluding motors) and supplies used on river trips
- (3) Campsite management practices

The Service will not consider in evaluating this response reducing or removing motor use.

SECONDARY SELECTION FACTOR 2. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN AN INCLUSIVE AND RESPECTFUL MANNER. (0-3 POINTS)**Service Objectives:**

A multi-day interpretive whitewater river trip presents special challenges through its creation of a small and intimate community living, working, and recreating together for an extended period of time. How employees interact with each other and with clients during a trip creates a lasting impression, and deeply affects the quality of visitor experience, as well as employee morale. It is the Service's objective for a Concessioner to have an inclusive and respectful visitor experience.

An Inclusive and Respectful Experience

Using not more than **3 pages**, including all text, pictures, graphs, etc., describe how you will select and provide training to your employees to encourage respectful behavior between employees and also in interactions between clients and employees during a trip.

- 1) Provide your policies for the topics listed below, with an emphasis on being proactive and preventive.
 - a) Alcohol consumption
 - b) Prevention of hostile work environment. At a minimum, you must specifically address sexual harassment, hazing, and bullying.
- 2) Describe how you commit to enforcing these policies, why you think your policies will be effective, and describe how you will include these policies within your prelaunch messages.
- 3) Describe how you will encourage your employees to create a visitor experience that is inclusive and respectful, and if something does occur, how you will encourage all to report potential violations of these policies.

DRAFT

CATEGORY III CONTRACT

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Grand Canyon National Park

Colorado River

Guided Multi-Day Interpretive Whitewater River Trips

CONCESSION CONTRACT NO. CC-GRCAXXX-19

Name of Concessioner

Concessioner's address, email address, phone number

Doing Business As Trade Name

Covering the Period January 1, 2019 through December 31, 2028 ¹

¹ The effective date of the Contract is subject to change prior to contract award if determined necessary by the Service due to transfer timing issues. The expiration date will be changed to continue the same term length from any effective date. This footnote is to be deleted prior to contract execution.

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This Contract is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, hereinafter referred to as the "Director", and [Concessioner Name], (hereinafter referred to as "Concessioner"), a [Corporation, Partnership, Sole Proprietorship, Limited Liability Company], doing business as [business name] under the authority of 54 U.S.C. §§ 101911 et seq., including 54 U.S.C. §§ 100901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

SEC. 1. TERM OF CONTRACT

This Contract will have a term of ten years from January 1, 2019 until its expiration on December 31, 2028.

SEC. 2. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

(1) The Concessioner must provide the following required Visitor Services within the Area

	Required Services
i.	Guided multi-day interpretive whitewater river trips within Grand Canyon National Park.

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this Contract:

	Authorized Services
i.	Transportation services to the put-in points and from the take-out points on the river.
ii.	Transportation of clients via power boat from locations downstream of Separation Canyon at RM 240 to the take-out point on Lake Mead.

(b) Operation, Maintenance and Quality of Operation

The Concessioner must provide, operate and maintain the Visitor Services in accordance with this Contract in a manner considered satisfactory by the Director, including the nature, type and quality of the Visitor Services. The Concessioner's authority to provide Visitor Services under the terms of this Contract is nonexclusive. The Concessioner's operations and contract compliance will be evaluated on at least an annual basis.

(c) Operating Plan

The Director will establish and revise, as necessary, after consultation with the Concessioner, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan. The initial Operating Plan is attached to this Contract as Exhibit B.

(d) Rates

All rates and charges to the public by the Concessioner for Visitor Services must be reasonable and appropriate and must be approved by the Director.

(e) No Capital Improvements

The Concessioner may not construct any Capital Improvements upon Area lands.

SEC. 3. CONCESSIONER PERSONNEL

- (a) The Concessioner must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.
- (b) The Concessioner must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures.
- (c) The Concessioner must review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation.
- (d) The Concessioner must maintain, to the greatest extent possible, a drug free work environment.

SEC. 4. ENVIRONMENTAL

The Concessioner must utilize appropriate best management practices (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 reasonable in light of the circumstances of the operations conducted under this Contract) in its provision of Visitor Services and other activities under this Contract.

SEC. 5. FEES**(a) Franchise Fee**

- (1) The Concessioner must pay a franchise fee to the Director as follows:

_____ % of Gross Receipts for Gross Receipts between:	<i>\$0 and less than \$750,000; plus</i>
_____ % of Gross Receipts for Gross Receipts between:	<i>\$750,000 and less than \$1,000,000; plus</i>
_____ % of Gross Receipts for Gross Receipts between:	<i>\$1,000,000 and less than \$2,000,000; plus</i>
_____ % of Gross Receipts for Gross Receipts exceeding:	<i>\$2,000,000</i>

- (2) The Concessioner has no right to waiver of the fee under any circumstances

(b) Payments Due

- (1) The franchise fee is due on a monthly basis at the end of each month and must be paid by the Concessioner in such a manner that the Director will receive payment within fifteen (15) days after the last day of each month that the Concessioner operates.
- (2) All franchise fees shall be deposited electronically by the Concessioner in accordance with all Applicable Laws.
- (3) The Concessioner must pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments will be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government and the remainder will be paid to the Concessioner.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

SEC. 6. INSURANCE

The Concessioner must obtain and maintain during the entire term of this Contract at its sole cost and expense, coverage necessary to fulfill the obligations of this Contract. The insurance requirements are set forth in Exhibit D.

SEC. 7. RECORDS AND REPORTS

(a) Accounting System

- (1) The Concessioner must maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system must be capable of providing the information required by this Contract. The Concessioner's system of accounts classification must be directly related to the Concessioner Annual Financial Report Form issued by the Director.
- (2) If the Concessioner's annual gross receipts are \$500,000 or more, the Concessioner must use the accrual accounting method.
- (3) The Concessioner must keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

- (1) The Concessioner must submit annually as soon as possible but not later than one hundred-twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").
- (2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services (SSARS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Reports

- (1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

(2) The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.

SEC. 8. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Termination and Suspension

(1) The Director may temporarily suspend operations under this Contract in whole or in part or terminate this Contract in writing at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit Visitor Services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature will be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 8(a).

(b) Requirements in the Event of Suspension, Termination or Expiration

(1) In the event of suspension or termination of this Contract for any reason or expiration of this Contract, no compensation of any nature will be due the Concessioner, including, but not limited to, compensation for personal property, or for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner must, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, and repair any injury caused by removal of the property. This removal must occur within thirty (30) days (unless the Director in particular circumstances otherwise determines). Personal property not removed from the Area will be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner.

(3) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit E to this Contract, "Transition to a New Concessioner." This section and Exhibit E shall survive the expiration or termination of this Contract.

SEC. 9. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

This Contract may not be assigned [e.g. sold] or encumbered [e.g. mortgaged] without the approval of the Director in accordance with 36 CFR Part 51 with respect to proposed assignments and encumbrances.

SEC. 10. GENERAL PROVISIONS – SEE ADDENDUM 1.

Addendum 1 attached to this Contract is made a part of this Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONCESSIONER

By _____
Name of signer
Title of signer
Company name

DATE: _____, 20__

UNITED STATES OF AMERICA

By _____
Sue E. Masica
Director, Intermountain Region
National Park Service

DATE: _____, 20__

[Corporation]

ATTEST:

By _____
Name of signer
Title of signer

DATE: _____, 20__

[Sole Proprietorship/Partnership/Limited Liability Company]

WITNESSES:

NAME _____
Name of signer

ADDRESS _____

DATE: _____, 20__

NAME _____
Name of signer

ADDRESS _____

DATE: _____, 20__

ADDENDUM 1 GENERAL PROVISIONS

1. DEFINITIONS

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Grand Canyon National Park.
- (c) "Days" means calendar days.
- (d) "Director" means the Director of the National Park Service, and his duly authorized representatives.
- (e) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (f) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
 - (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
 - (2) Charges for employees' meals, lodgings, and transportation;
 - (3) Cash discounts on purchases;
 - (4) Cash discounts on sales;
 - (5) Returned sales and allowances;
 - (6) Interest on money loaned or in bank accounts;
 - (7) Income from investments;
 - (8) Income from subsidiary companies outside of the Area;
 - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
 - (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, hunting and fishing license fees, and postage stamps, provided that the amount excluded will not exceed the amount actually due or paid government agencies;
 - (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, must be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones must be included in gross receipts. All revenues received from charges for in-room telephone or computer access must be included in gross receipts.

- (g) "Superintendent" means the manager of the Area.

(h) "Visitor Services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by this Contract.

2. LEGAL AND REGULATORY COMPLIANCE

This Contract, operations under it by the Concessioner, and its administration by the Director, are subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. The Concessioner must give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or Contractors, and must promptly correct any violation.

3. SERVICES AND OPERATIONS

(a) All promotional material, regardless of media format (i.e., printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(b) The Concessioner will provide Federal employees reduced rates, in accordance with guidelines established by the Director, when conducting necessary official business. Complimentary or reduced rates and charges may otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

(c) The Director and Comptroller General of the United States, or any of their duly authorized representatives, will have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(d) Subconcession or other third party agreements, including management agreements, for the provision of Visitor Services required and/or authorized under this Contract, whether in consideration of a percentage of revenues or otherwise, are not permitted.

(e) The Concessioner will ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner's activities. Discoveries of any archeological resources by the Concessioner will be promptly reported to the Director.

4. ENVIRONMENTAL DATA, REPORTS, NOTIFICATIONS, AND APPROVALS

(a) Inventory of Hazardous Substances and Inventory of Waste Streams

The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.

(b) Reports

The Concessioner must submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner must also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(c) Notification of Releases

The Concessioner must give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(d) Notice of Violation

The Concessioner must give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(e) Communication with Regulatory Agencies

The Concessioner must provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner must also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner must allow the Director to participate in any such communications. The Concessioner must also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(f) Cost Recovery for Concessioner Environmental Activities

If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and Contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner will be liable for and must pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section precludes the Concessioner from seeking to recover costs from a responsible third party.

5. FEES

(a) Adjustment of Franchise Fee

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

6. INDEMNIFICATION

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or Contractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

7. NOTICE OF BANKRUPTCY OR INSOLVENCY

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory Contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365. The Director may

terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to such bankruptcy or insolvency action.

8. ADDITIONAL PROVISIONS

(a) This Contract contains the sole and entire agreement of the parties, except for survival of the Concessioner's commitments as set forth in its Offeror's Transmittal Letter in response to the solicitation for this Contract. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(b) This Contract does not grant rights or benefits of any nature to any third party.

(c) The invalidity of a specific provision of this Contract will not affect the validity of the remaining provisions of this Contract.

(d) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party will not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract will not be deemed to be a waiver of any preceding breach of any term of the Contract.

(e) No member of, or delegate to, Congress or Resident Commissioner will be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction will not be construed to extend to this Contract if made with a corporation or company for its general benefit.

(f) This Contract is subject to the provisions of 2 C.F.R. Part 1400, as applicable, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(g) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

9. INTELLECTUAL PROPERTY LICENSE

(a) License Grant

As used in this Contract, including all Exhibits, "Marks" means all trademarks, service marks and logos and brand identification and indicia, used to identify or describe the National Park Service and/or the Area and associated properties or features located therein, whether registered or not.

The Director hereby grants to Concessioner and Concessioner accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in attachments hereto during the term of the Contract, for use solely in connection with carrying out the Contract requirements, and only in the form described and depicted in Exhibit F to this Contract. Fanciful uses or use in combination with other devices (such as a logo) of the Marks listed herein must be reviewed and approved by the Director prior to use. All uses may be reviewed and approved in advance or as otherwise mutually agreed to in cases of administrative burden. This license does not constitute a compensable interest to the Concessioner. This license shall cease upon termination or expiration of the Contract, or as otherwise determined by the Director or by applicable laws.

The Director may amend this Contract to include additional Marks. The license to use the Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the services provided under the Contract, including collateral marketing, outreach or advertising, or as trade names or internet

domain names. The Marks may not be combined or altered in any way that may affect the integrity of the Mark.

(b) Quality Control and Goodwill

The Director and the Concessioner acknowledge that maintaining the distinctiveness of the Marks and high quality of the services, materials, products and merchandise produced, sold or otherwise prepared for public dissemination are material conditions of this Contract in order to preserve the associated goodwill generated by the Parties in furtherance of meeting the National Park Service mission. All uses of Marks by the Concessioner, including all goodwill arising from the Marks, shall inure solely to the benefit of the National Park Service. The Concessioner shall not by any act or omission use the Marks in any manner that disparages or reflects adversely on the National Park Service or its reputation. The Concessioner shall immediately cease use of any Mark used in association with the services provided under this Contract upon request of the Director, whether listed in this Contract or not.

(c) Rights and Ownership

(1) The Concessioner acknowledges and agrees that the National Park Service owns, or otherwise has the right to use and to license, these Marks.

(2) The Concessioner acknowledges it shall not acquire any right, title, or interest in the Marks by virtue of this Contract other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. The Concessioner shall not contest, dispute, challenge, oppose or seek to cancel the government's right, title, and interest in any Mark owned by the National Park Service or the validity of the license granted under this Contract, or any rights or ownership otherwise stated herein. The Concessioner shall not prosecute any application for registration or seek to register a Mark as a domain name or part of any domain name of any Mark that identifies the National Park Service or the Area, or that may otherwise cause confusion in the public as between the Concessioner and the National Park Service. Any term, name or device used for the purpose of describing the Area or goods, services or property located within the Area, including Concession Facilities, should be referred to as identified on the attachment. Any deviation or use outside of a nominative context must be approved by the Director.

(3) The Concessioner will not sublicense, assign, pledge, grant or otherwise encumber to any third party all or any part of its rights or duties under this Contract in whole or in part without the prior written consent from the Director, which consent the Director may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent is hereby void.

(d) Notice and Assistance Regarding Intellectual Property Infringement

(1) The Concessioner shall report to the Director promptly, in writing, and in reasonable detail, each notice or claim of intellectual property infringement based on the performance of this Contract of which the Concessioner has knowledge.

(2) In the event of any claim or suit against the United States on account of any alleged intellectual property infringement arising out of performance of this Contract, the Concessioner shall furnish the Director, when requested, all evidence and information in the Concessioner's possession pertaining to such claim or suit.

**EXHIBIT A
NONDISCRIMINATION**

SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

(a) Employment

During the performance of this Contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) The Concessioner will comply with all provisions of Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, which are incorporated by reference into this Contract as if fully set forth in this Contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

(8) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in

whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The Concessioner will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(b) Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this Contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

(a) Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(b) Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

**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 Grand Canyon 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.

Guidance for Concessioners is available on the [National Park Service Commercial Services website¹](http://www.nps.gov/concessions).

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 who:
 - (a) Has the authority and the managerial experience to operate the required and authorized services within the Area;
 - (b) Employs a staff with the expertise and training to operate all services required and authorized 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.

B) Grand Canyon National Park

The Superintendent of the Area is responsible for oversight of all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Area. This includes:

- (1) Evaluation of concessioner services;
- (2) Review and approval of rates charged for all commercial services and products;
- (3) Review and approval of changes to services, advertisements, and other items outlined in the operating plans;
- (4) Implementation of the 2006 Colorado River Management Plan; and,
- (5) Coordination with other Area Superintendents for the purposes of administering this Contract.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Scope and Quality of Service

- (1) This Operating Plan is based in part on the requirements of the 2006 Colorado River Management Plan (CRMP). Under the CRMP, the Service will monitor river use and its effects on the resources and values of the Area. The Colorado River Management Plan is subject to

¹ <http://www.concessions.nps.gov/>

revisions from time-to-time by the Service. Such revisions will become effective in this Operating Plan when made.

- (2) This Operating Plan covers the administrative aspects of the operating requirements while Attachment A, Commercial Operating Requirements, generally covers the operating requirements applicable to in-progress river trips.
- (3) The Concessioner must provide all services in a consistent and high quality manner. The Service's Concessioner Review Program standards are service minimums. The Concessioner must monitor its operations to ensure it meets quality standards.
- (4) The Concessioner at all times is responsible for all aspects of services granted by its Contract. The authorized Concessioner assumes financial risk, insurance liability, and receives payment for commercial services performed within the Area.
- (5) The Concessioner must include all trip leaders, guides, baggage boatmen, swampers, and assistants, etc. on the Concessioner's payroll, covered by Worker's Compensation insurance, and covered by the Concessioner's liability insurance. The Concessioner must not use "work-your-ways" or un-paid adjunct service providers (such as a musician, yoga instructor, or art instructor, etc.) to provide necessary functions in lieu of paid staff.
- (6) *Subletting of User-Days.* The Contract assigns annual user-day allocations to the Concessioner. The Concessioner must not sublet, transfer, convey or otherwise make available for the use of any other Concessioner or entity its assigned allocations without the specific prior written approval and direction of the Service. See Attachment A, Commercial Operating Requirements, which describes how the Concessioner may transfer user days or accommodate an overage of user days.

B) Schedule of Operation

- (1) The Service permits launches from April 1st through October 31st; however, motorized launches are not allowed after September 15.
- (2) The Concessioner must provide its proposed launch schedule to the Service annually for review and approval, no later than six months before the start of a season. See Attachment A, Commercial Operating Requirements for specific requirements.
- (3) The Concessioner must attain adequate staffing, equipment and supplies to meet the high demand for river running within the Area, at the inception of and throughout the term of the Contract. The Concessioner must meet its assigned launch schedule.

C) Rate Determination and Approval Process

(1) Rate Determination

- (a) 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) ("Rate Approval Guide"), (a copy which can be obtained by contacting the Service or on the Commercial Services website) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (b) The Superintendent has determined that market forces from within and outside the Park provide comparable pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the 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 Park. Furthermore, the Service will annually review the CMD method of rate approval to ensure that significant changes have not occurred in the market place necessitating use of another rate approval method. The

Superintendent may rescind the use of CMD if he/she determines that the competitive situation has changed.

(2) *Rate Compliance*

- (a) The Service checks rate compliance throughout the term of the Contract at its discretion.
- (b) The Concessioner is responsible for compliance of, but is not limited to, concessioner website, concessioner telephone reservations system, and third-party booking agents and intermediaries.
- (c) CMD Rate Implementation. The Concessioner may book trips no more than 24 months in advance given the Service has approved its launch schedule.

(3) *Reduced Rates for Federal Government Employees*

- (a) The Concessioner must provide, on a space-available basis, whitewater river trips without charge to Service employees conducting concession review program evaluations, public health evaluations, safety evaluations, or other official business. The Concessioner may charge the Service for meals at a rate not to exceed the actual cost or the applicable federal per diem rate, whichever is less.
- (b) 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 general public.

D) Purchasing

- (1) *Competitive Purchasing*. The Concessioner may purchase products from an entity operated or owned by the Concessioner or its affiliates, provided the product is comparable in quality and price to similar products from other sources.
- (2) *Environmentally Friendly Products*. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (3) *Prompt Payment*. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees or others.
- (4) *Local Purchasing*. The Service encourages sourcing and purchasing of local products, where feasible.

E) Evaluations

- (1) *Concessioner Monitoring Program*. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to client comments, compliance with the Contract including all of its Exhibits, and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concession Review Program*. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, personal property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to

applicable operational standards. See Section 4 Specific Operating Standards and Requirements for more information.

- (b) The Service may delay or terminate trips at any time within the Area if the Concessioner does not meet conditions set forth in the Contract, or until noted deficiencies are corrected.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner by March 15th an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, 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 risk 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 Audits or Inspections*
 - (a) Public Health Program Evaluation. A representative of the Service's Public Health Program will conduct formal evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.
 - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
 - (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
 - (d) Other Inspections. The Service reserves the right to join a river trip or visit a camp at any reasonable time for any evaluation or when otherwise deemed necessary.
 - (e) Visitor Satisfaction Monitoring. The Service reviews visitor comments and complaints on Concessioner services and associated responses. These may be incorporated into the Annual Overall Rating.
 - (f) The Concessioner must make Service-approved comment cards and/or an internet web based electronic system available to clients in order to measure service and quality standards. If an internet or electronic comment system is proposed, the Service must be granted direct access to review comments entered into the system.

- (g) The Concessioner must forward a summary report of all comments received through its regular feedback questionnaires, etc. to the Service annually, by December 15th each year. The Service and Concessioner will mutually agree upon the form of the summary.
- (h) The Concessioner must promptly provide to the Service client and visitor comments that allege misconduct by Concession or Service employees, pertain to the safety of clients, other visitors, Concessioner and Service employees, or concern the safety of Area resources.
- (i) The Service will forward to the Concessioner any comments and complaints received regarding the Concession services. The Service must also provide copies to the Concessioner of its responses to comments or complaints received by the Service.
- (j) The Concessioner must investigate and respond to all client and visitor complaints regarding the Concession services in a timely manner (within two weeks of receipt). The Concessioner must provide the Superintendent with copies of the Concessioner's response to complaints as soon as possible, but no later than ten days from the date of the response.

F) Resource Protection

- (1) *Restoration.* The Concessioner must provide for restoration of any resources damaged or injured by its operation. The Service will determine and direct restoration. The Concessioner must report any environmental damage to the Superintendent.
- (2) *Cultural Resource Protection.* The Concessioner must not harm or alter any natural, paleontological, historic, or archeological objects or structures. The Concessioner must ensure its employees and clients leave artifacts and objects in place and do not enter ruins. See Attachment A, Commercial Operating Requirements, Supplement L, for Cultural Site Disclosure Information.
- (3) *Protection of Waterbodies.* The Concessioner must follow all federal and state laws, rules and regulations applicable to aquatic invasive species as detailed in Attachment A, Commercial Operating Requirements.
- (4) *Protection of Wilderness Character.* The Concessioner must protect the wilderness character and values of the Area, enabling clients to enjoy solitude, a primitive experience, natural soundscape conditions, and naturally dark skies to the extent possible.
- (5) *Accessibility.* The Concessioner must provide employees and clients with the greatest degree of access to services that is reasonable.

G) Lost and Found Policy

The Concessioner must make a reasonable effort to check with other concessioners and the private boating community when its employees find an item, and thereafter must turn in any such items to Area headquarters. The Concessioner must have a lost and found policy that is reviewed by the Service. See 36 C.F.R. 2.22 for further information.

H) Abandoned Property

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.

I) Transportation

- (1) *Driver's License.* Drivers must comply with State law regarding driver licenses.
- (2) *Licensing, Insurance, Maintenance and Registration.* All vehicular equipment used by the Concessioner must be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations.
 - (a) The Concessioner must properly register and license each of its vehicles in accordance with regulations of the State of Arizona. The original vehicle registration certificate, proof of insurance coverage, and safety inspection must be carried in the vehicle.
 - (b) Concessioner owned vehicles must be in sound mechanical condition and have an overall maintained and clean appearance. Interior and exterior must be in good physical condition. Vehicles must be reasonably free of rust, chipped or discolored paint.
 - (c) Each Concessioner-owned vehicle must have at least one accessible fire extinguisher in working order. The fire extinguisher must be at least a 5-lb. ABC type.

- (d) Each Concession vehicle entering the Area must be clearly marked with the Concessioner's name and/or logo.
- (3) *Vessels*
 - (a) Registration. All motorized watercraft operating on the Colorado River within the Area must be registered, must carry on board at all times a valid registration card, and must properly display registration numbers and decals, in accordance with the Arizona Boating and Water Sports Law (AGF, Article 5, R5-321 and R5-322).
 - (b) Name and Logo. The Concessioner must display its name and logo on watercraft in block lettering no less than six inches in height to aid in aerial observation/identification during emergencies. This applies to rafts and dories only, and not to individual watercraft.

J) Human Resources Management

- (1) *Employee Identification and Appearance*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Crew must wear standardized clothing to identify them as crew at least on the first day of the trip and whenever new clients join a trip.
- (2) *Staffing Requirements*. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full- time employment may occur. The Concessioner must meet all applicable requirements of the U.S. Department of Labor.
- (3) *Harassment Free Work Environment*. The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace, procedures for addressing complaints, and conduct educational program(s) for its employees to deter sexual harassment and a hostile workplace environment.
- (4) *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 programs for its employees to deter drug and alcohol abuse. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment.
- (5) *Background Checks*. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner must make appropriate hiring decisions in consideration of the information obtained.
- (6) *Employment of Service Employees or their Family Members*
 - (a) The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service, as found in an Attachment to this Operating Plan. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
 - (b) The Concessioner may not employ in any status the following, their spouses, or dependent children: the Superintendent, Deputy Superintendent, Commercial Services staff, Risk Management Officer, or Public Health Service Consultant.

K) Employee Training

- (1) *Training Program Outline*. The Concessioner must maintain and provide to the Service an outline of its program for employee training at the beginning of the Contract term and thereafter upon request.
- (2) *Employee Orientation*. The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area. This must include:
 - (a) Understanding of the provisions of the Contract and of this Operating Plan.
 - (b) Knowledge of the nature and purpose of the National Park Service in general, and the Area in particular.
 - (c) The natural and cultural resources of the Area and regulations protecting these resources.

- (3) *Job Training.* The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public.
- (4) *Food Service Training.* The Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual (F) – Backcountry Operations, as they now exist or as they may be amended from time to time. See Attachment A, Commercial Operating Requirements, for more information on guide qualification requirements and food service requirements.
- (5) *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.
- (6) *Interpretive Training.* The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and/or safety orientation services. The Concessioner must work closely and coordinate with the Service to improve the methods of preparing and presenting effective interpretation. Service staff will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to Area themes.
- (7) *Service-sponsored training.* The Concessioner must encourage employees to attend any Service-sponsored training relating to concession operations.
- (8) *American Indian Perspectives.* The Concessioner must provide training for guides on American Indian perspectives of the natural and cultural resources of the Area.
- (9) *Employee Handbook.* The Concessioner must provide all employees with a handbook that describes the policies and regulations of the Concessioner and the Service. The Concessioner must provide its employee handbook to the Service for a 30-day review prior to distribution to employees. The Concessioner must provide a current copy to the Service as it updates the handbook.
- (10) *Concessioner Responsibility for Employee Behavior.* The Concessioner's training program must include understanding and responsibility for guides to fulfill the terms and conditions of the Contract. The Concessioner is responsible for the behavior of its employees to the extent allowed under Applicable Laws.

L) Concessioner Risk Management Program

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

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

M) Protection and Security

- (1) The Service provides visitor protection (law enforcement) on the river. The Service will handle all violations of federal, state, or county regulations or policies. Other federal agencies, State, or County officials may also conduct such enforcement activities.
- (2) *Firearms*. See Attachment A, Commercial Operating Requirements.

N) Environmental Protection and Sanitation

- (1) *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.
- (2) *Hazardous and Miscellaneous Waste Management*
 - (a) The Concessioner must develop and implement documented procedures for managing hazardous waste and other wastes containing hazardous substances generated within the Area (e.g., waste fuel, Ni-Cad batteries, and oily rags) as part of its Risk Management Program.
 - (b) The following wastes from the concession operation should be recycled: used oil; waste antifreeze; and lead-acid, nickel-cadmium, and alkaline batteries.
- (3) See Attachment A, Commercial Operating Requirements, for more on Environmental Protection and Sanitation.

O) Advertisements and Promotional Material

- (1) *Promotional Material*
 - (a) Approval. The Concessioner must submit any new or updated press releases or promotional material, including websites, radio, television, or other media (not including social media, which is discussed below), to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc.
 - (b) Publications must be accurate.
 - (c) The Superintendent may require the Concessioner to remove any unapproved promotional material.
- (2) *Social Media*. The Concessioner must notify the Service of any social media sites it establishes (Facebook, Instagram, Twitter, etc.), and must allow Service employees to follow those sites. The Concessioner must monitor its social media pages for offensive postings or depictions of inappropriate activities. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery or upon request by the Service.
- (3) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized

Concessioner.” The Concessioner must comply with the guidelines for use of the Mark as provided on the Commercial Services website.

(4) *Statements in Promotional Materials*

- (a) Authorization. Advertisements for the Concessioner must include either the Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Canyon National Park.
 - (b) Equal Opportunity. Advertisements for employment must state the Concessioner is an equal opportunity employer.
- (5) Commercial filming is subject to review and approval by the Service. The Concessioner must notify the Area’s Commercial Services division if it wishes to film its own promotions, or if a client proposes to film for commercial purposes (advertising, publication, or television or film).

P) Entrance and Permit Fees

- (1) Grand Canyon National Park is a designated federal recreation fee area. See Attachment B for additional information about entrance fees, fee exemptions, and fee waivers.
- (2) The rate amounts do not include the Area entrance fee. All trip participants must either already possess or purchase an entrance pass. The Service intends for the Concessioner to collect per-person entrance fees from trip participants who do not already possess a valid Area entrance pass. The Concessioner will sign a separate agreement with the Service and remit such fees promptly. The Commercial Entrance & Permit Fee Voucher Report is due monthly on the 15th day of the month for the previous month.
- (3) Employees may participate in the Service’s Volunteers in Parks (VIP) program. See the [VIP Program website](#) for more information.

4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Standards

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.

- (1) *Standards*. The Concessioner must meet the Guided Water Float standards located on the [Commercial Services Website](#), as well as the additional standards discussed below.
- (2) The Service requires the following adjustments to the evaluation standards:
 - (a) 1-33: Do not apply because the Contract does not assign the Concessioner facilities.
 - (b) 38, 39, 41, 42: Do not apply because the Concessioner is not assigned launch facilities; however, #40 lines/ropes does apply.
 - (c) 44: Applies only if USCG inspection is required
 - (d) 52 – Knowledge of ticketing staff: The Concessioner may require a telephone discussion prior to accepting a reservation if it wishes.
 - (e) 53 - Confirmation: In addition to the standard, the Concessioner may require a deposit to hold the reservation. The Concessioner must include the deposit and refund policies as part of the CMD review. The Concessioner must include these policies in printed and electronic advertisements.
 - (f) 54 – Payment methods: The Concessioner must honor Visa and MasterCard credit cards, but is not required to honor American Express and Discover credit cards. The Concessioner may not impose a surcharge on credit card transactions. The Service will not require the Concessioner to accept debit cards.

- (g) 55 - Cancellations: In addition to the standard, the Concessioner must submit the cancellation policy as part of the CMD review. The Concessioner must include this policy in printed and electronic advertisements.
 - (h) 64-65: Do not apply because this Contract does not authorize Day Trips.
 - (i) 75 – Interpretive Services Content: The Concessioner must submit a general outline of its overall interpretive programs as described elsewhere in this Operating Plan. It is not required to submit content and format of each individual guide's approach to interpretation.
- (3) *Backcountry Food Service Standards.* The Concessioner must meet the Food and Beverage (Backcountry) standards located on the [Commercial Services Website](#), as well as the additional standards discussed below. The Service requires the following adjustments to the formal evaluation standards:
- (a) 4 – Menu Boards: Menu Boards are not required.
 - (b) 10 - Food Handling: Guests may handle food other than their own, under supervision of a guide who holds a food manager's card.
 - (c) 11 - Food Preparation: Glove use is strongly encouraged but not required.
 - (d) 13 - Public Health: Handwashing: Food handlers may air dry hands after washing.
 - (e) 18 – Tableware and drinkware are not required to be disposable.
- (4) *Additional General Operating Requirements*
- (a) The maximum number of people (clients plus crew) per trip is 32.
 - (b) The Concessioner does not have an exclusive right to use any campsite(s), roads, trails, routes, ramps, or takeouts, other than as described in the Commercial Operating Requirements and/or the Superintendent's Compendium.
 - (c) Ensuring Compliance with "One Trip Per Year" Rule. Before booking a client on a trip, the Concessioner must ensure the client understands and complies with the One Trip Per Year Rule as required by the 2006 CRMP. This rule states that no recreational user may participate in more than one recreational trip through any part of the Lees Ferry to Diamond Creek section of the Colorado River within any given calendar year.
 - The Concessioner must provide the following or similar language on its website, as well as in other trip literature as they are updated:

One Trip Per Year. "Due to limited availability, the National Park Service has limited use in the popular Lees Ferry to Diamond Creek section of the Colorado River to one recreational river trip per individual each calendar year. Because of this regulation, [the Concessioner's name] cannot accept a reservation from any individual who has or will participate in any other full or partial canyon commercial or non-commercial river trip within the same calendar year. If you have already completed or have plans to participate in any other Grand Canyon river trip this year and would like to go again, please respect your fellow boaters by waiting until next year or sometime thereafter to book your next trip. Grand Canyon National Park's One-Trip-Per Year Rule is strictly enforced."
 - The Concessioner must work with the other Area guided multi-day interpretive whitewater river trip concessioners to establish a system approved by the Service to ensure compliance with the One Trip Per Year Rule and provide to the Service a report certifying the Concessioner is in compliance.
 - (d) Booking Agent. The Concessioner may enter into agreements with booking agents. The booking agent may take reservations for trips for which the Concessioner pays the agent a booking fee. The booking agent may not charge a fee to the client in excess of the CMD rate for the trip. Advertising for trips by booking agents must state clearly the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.

(5) *Charter Trips*

- (a) The Concessioner may provide charter trips for exclusive groups (such as organized groups, groups of friends, family groups, commercial businesses, and non-profit organizations).
 - (b) The group chartering the trip may not charge an additional fee to participants for the activity within the Area, unless approved by the Superintendent in advance. The group may provide a special educational focus (such as photography, geology, human history) at no extra charge.
 - (c) Advertising of charter trips must state clearly the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.
 - (d) The Concessioner must provide the above information to the leader or organizer of each proposed charter trip.
- (6) *Special Focus Trips.* The Concessioner may provide special focus trips, such as photography, history, and archeology trips; however, the purpose of the trip must relate to the resources of the Area. The Concessioner must not require clients to pay more for a special focus trip unless the Superintendent approves a higher rate in advance.
- (7) *Transportation of Clients.* The Concessioner is authorized to transport clients to the put-in points and from the take-out points on the river, which cross into a national park. If the Concessioner does not provide transportation services, the Concessioner may arrange transportation with Commercial Use Authorization holders or allow clients to provide their own transportation.

(8) *Visitor's Acknowledgement of Risks*

- (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, and/or indemnification agreement.
- (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risks form. The Service-approved Visitor's Acknowledgement of Risks form is provided as Attachment C 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 any proposed changes in the form.

(9) *Interpretive Services*

- (a) The Concessioner must interpret Area natural and cultural resources to clients with the objective of instilling in them an appreciation of the Area. This interpretation must include American Indian perspectives on Area resources. The Concessioner's interpretive messages must also include, but are not limited to, safety, resource and environmental management issues and objectives, primary interpretive themes, low-impact use of the river corridors, and some of the more common plants and animals inhabiting the Area.
- (b) The Concessioner must provide thematic interpretation. Employees must demonstrate their knowledge of the Area, the Area's goals and objectives, and appropriate interpretive techniques in their programs.
- (c) The Concessioner must work with the Service to develop interpretive messages. Within 120 days of Contract execution, the Concessioner must submit to the Service for review and acceptance a written plan for its interpretive program that outlines a basic description of topics to be covered, bibliography of resource materials proposed for use, and the scope of employee training. It must also include baseline information that the Concessioner will expect each of its guides to be able to share with clients.
- (d) The Concessioner must share all updates on issues or resources provided by the Service with its clients.
- (e) *Primary Parkwide Interpretive Themes.* The following interpretive themes are from Grand Canyon National Park's 2010 Foundation Statement.
 - *Inspiration.* The immense and colorful Grand Canyon is valued worldwide as one of the Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.

- *Native American Connections.* Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence for some, offering us an opportunity to consider the powerful and spiritual ties between people and place.
- *Water* is the lifeblood of Grand Canyon — a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples, a provider of recreation, and a central factor in the exploration, development, and politics of the American West.
- *Geology.* The Colorado River and other erosional forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.
- *Preservation.* Grand Canyon has sustained people materially and spiritually for thousands of years – wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.
- *Biology.* Extreme changes in elevation, exposure, and climate in Grand Canyon support a remarkable range of biotic communities in unusual proximity; a relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.

B) Additional Commercial Operating Requirements

- (1) Attachment A, Commercial Operating Requirements, contains additional requirements for the Concessioner's operations. Topics covered include but are not limited to:
 - (a) Watercraft and Capacities
 - (b) Emergency Equipment and Procedures
 - (c) Trip Leader and Guide Requirements
 - (d) Environmental Protection and Sanitation
 - (e) Restricted Areas
 - (f) User-Day allocations
 - (g) Online Launch Calendar and Launch Limitations
 - (h) Trip Limitations
 - (i) Training Trips
 - (j) Lees Ferry Launching Procedures
 - (k) Exchanges
 - (l) Diamond Creek Road and Launch Area
 - (m) Take-out and Power Boat Services
 - (n) Quagga Mussel Prevention Procedures
 - (o) Activity on Adjacent Lands

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.* See Attachment A, Commercial Operating Requirements.

- (3) *Human Illness*. See Attachment A, Commercial Operating Requirements.
- (4) *Certificates of Insurance*. At least ten days prior to the Concessioner's first trip of the year, appropriate Certificate(s) of Insurance covering the Concessioner's activities in the Area must arrive at the Service Commercial Services Office. Also, prior to expiration of a policy, the Concessioner must provide a new Certificate of Insurance to the Service. See the Contract Sec. 6. Insurance, and Exhibit D, Insurance Requirements, for insurance information.
- (5) *Annual Report*. At the end of the operating year, and due no later than December 15, the Concessioner must submit a report to the Superintendent describing its accomplishments and incidents for the previous operating season. The report must include the following, and may include any other information the Concessioner believes is pertinent:
 - (a) A list of accomplishments
 - (b) Any pertinent information about staffing and employee training
 - (c) Acquisition of new equipment or projects undertaken
 - (d) A list of any client or employee accidents or injuries that occurred within the Area (include the OSHA 300 Employee Injury Log with lost days for employee injuries, if applicable)
 - (e) Significant incidents, accidents or near misses and how the Concessioner managed them
 - (f) Highlights of the Concessioner's risk management program
 - (g) Highlights of the Concessioner's environmental program including:
 - Status of goals, policies and procedures in its Environmental Management Plan
 - Status of corrective actions taken to address any violations of Applicable Laws
 - Resource use data including gas, propane or other energy sources or types of fuel
 - (h) A summary of visitor comments
 - (i) A certification by the Concessioner that it has reviewed the results of all required drug tests on its employees or potential employees and has dealt appropriately with any who failed the test.
 - (j) Any remarks, suggestions or unresolved matters.
- (6) *Trip Logs*. By December 15th each year, the Concessioner must submit a log or "trip diary" for each river trip, showing the launch date, crew size, number of clients, oar or motor, camp and stops for lunch and side hikes or each day. The Concessioner may use the form provided as Attachment E, Trip Diaries. If a Concessioner has a similar form it uses, it may submit that form as long as it includes all of the information the Service requires.
- (7) *Operational Performance Report*. The Concessioner must provide an operational performance report to the Service annually by December 15th. The Concessioner must present the data electronically. The report must include operational statistics and financial information for each activity as follows:
 - (a) Dates of all launches
 - (b) Trips launched by motor or oar trip
 - (c) Number of clients by river section (upper, lower, Whitmore-down)
 - (d) User days used
 - (e) User days transferred or 'borrowed' between the Concessioner and another identifies concessioner.

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. Fee. The gross receipts subject to and excluded from franchise fee are defined in the Contract, Addendum 1, General Provisions.
- (b) Gross receipts from required and authorized services are subject to the franchise fee. Gross receipts generated from services provided entirely outside park boundaries are not subject to franchise fees.
- (2) *Monthly Financial Report.* The Concessioner must submit a Monthly 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 month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Concessioner must submit this report for May through October of each year. The report must include:
 - (a) Gross Receipts
 - (b) Gross Receipts subject to Franchise Fees
 - (c) Franchise Fees paid

C) Summary of Initial and Recurring Due Dates

The following table summarizes the reporting responsibility of the Concessioner.

Title	Schedule	Due Date
Franchise Fee	Monthly	Within fifteen (15) days after the last day of each quarter of operation.
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.
Other Reports and Data	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract, including, but not limited to, operational information – such as visitation statistics per type of trip.
Promotional Materials	As required	At least 30 days prior to projected need/printing date.
Notice of Bankruptcy or Insolvency	As required	Provide notice (within 5 days) after the filing of petition in bankruptcy, filing petition seeking relief of the same or different kind under any provision of the Bankruptcy Code or its successor or making any assignment for the benefit of creditors.
Employee Handbook	Initial	30 days prior to release; updates provided as needed
Commercial Entrance & Permit Fee Voucher Report	Monthly	15 th day of the month
Schedule M (from the Annual Financial Report)	Annual	Not later than 120 days after the last day of the Concessioner's fiscal year.
Concessioner Risk Management Plan	Initial Annual	Within 120 days of the effective date of the Contract. Updates due by December 31
Visitor Comments Summary Report	Annually	December 15 th
Complaints	Upon receipt	Upon receipt
River Trip Incident Report Form	As required	Within 48 hours of trip completion to the River Office
Gastrointestinal Illness Report Form	As required	Promptly report to Service Dispatch or as required in Operating Plan, Supplement J and K

Title	Schedule	Due Date
River Guide License Database on the OLC (see Attachment A)	As required	Keep trip leader and guide record of minimum certifications and experience; provide to Area upon request
Certificates of Insurance	Initial Annual	Provide the Certificates of Insurance at the time insurance is first purchased, and as renewed and/or updated. The Service must always have current certificates on file.
Visitor's Acknowledgement of Risks Form	Initial and as Updated	Provide within 60 days of the Effective Date of the Contract, and at least 30 days prior to any changes
Key Personnel Listing with Job Titles	Initial and As Required	Within 30 days of the Effective Date of the Contract and as updated

Effective: _____, 2018

By _____

Superintendent, Grand Canyon National Park

ATTACHMENT A: COMMERCIAL OPERATING REQUIREMENTS.

SEE SEPARATE FILE.

ATTACHMENT B: ENTRANCE FEES

- a) Grand Canyon National Park is a designated federal recreation fee area. Fees collected directly benefit Grand Canyon National Park and the National Park Service. Entrance fees are charged at all Park entrances. Clients traveling by boat on the Colorado River generally enter Grand Canyon National Park at the Paria Riffle after launching from Lees Ferry launch ramp. Therefore, all passengers must either already possess or purchase a permit. For permit information see the [Area's website](#).

ENTRANCE FEE EXEMPTIONS:

- A. Persons age 15 and younger, including foreign visitors.
- B. Persons conducting official business, including contractors and vendors.
- C. Residents of Grand Canyon National Park.
- D. Members of American Indian tribes within Utah, Arizona, and New Mexico.

EDUCATIONAL FEE WAIVERS:

Educational institutions may charter trips with the Concessioner. If the educational institution meets all of the criteria for an educational fee waiver, the cost of the trip can be included in other tuition charges, and there is no entrance fee for the clients. Educational trips must meet the following criteria and provide the following documentation to the Service four to six weeks in advance of the trip to be considered for an educational fee waiver.

- A. The purpose of the trip must be educational.
- B. Provide a course curriculum outlining the educational activities and subjects for each day of the trip.
 - a) Provide proof of official recognition as an educational or scientific institution by a federal, state, or local governmental entity.
 - b) Participants must receive credit for the educational experience.
 - c) The trip must relate to the resources of Grand Canyon National Park.

Contact the Fee Management Office at (928) 638-7850 for a fee waiver application. Information can be faxed to the Fee Management Office at (928) 638-7849 or mailed to Fee Management Office, Grand Canyon National Park, P.O. Box 129, Grand Canyon, Arizona 86023.

Groups arriving without approved fee waivers will be charged entrance fees as outlined above.

ATTACHMENT C: VISITOR'S ACKNOWLEDGEMENT OF RISKS FORM

In consideration of the services of _____, its officers, agents, employees, and owners, and all other persons or entities associated with those businesses (hereinafter collectively referred to as the Concessioner), I agree as follows:

Although the Concessioner 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, it 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. The Concessioner 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, including drowning, to be inserted by Concessioner]

I am aware that river running and camping entail 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 the Concessioner 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 me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Printed Name AND Signature

Date

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

Signature of Parent or Guardian

Date

Names and Ages of Minor Children: _____

ATTACHMENT D: EMPLOYMENT OF SERVICE EMPLOYEE DEPENDENTS

Please submit this form for each potential Concession Employee who is a spouse or dependent child of a Service employee.

Name of Potential Concession Employee:

Name of Concessioner:

Position Title Applied for:

Service Employee Name and Title:

Relationship of Potential Concession Employee to Service Employee:

Other comments:

For Superintendent's Use Only:

I concur with this request for employment _____

OR I do not concur with this request for employment _____

Signed: _____ Date: _____

Superintendent

Definitions:

Service Employee: Full-time, part-time, or seasonal employee on active duty, and any permanent employee on furlough. Former seasonal employees are not considered Service employees for the purposes of this approval process.

Service Relative: Spouse or minor child (under age 21) of a Service employee for purposes of this approval process.

References:

Service Management Policy, 10.2.8.2, Employment of Service Personnel or Family Members by Concessioners:

Federal law prohibits government employees from making recommendations, decisions, or approvals relating to applications, contracts, controversies, or other matters in which the employee or the employee's spouse or minor child has a financial interest. Park employees may not make decisions, approvals, or recommendations related to concession activities when their spouse or dependent child is employed by a park concessioner in that particular park. For example, the spouse or dependent child of the superintendent, assistant superintendent, concession staff, environmental manager, or public health specialist may not be employed by a concessioner in the specific park in which the Service employee works.

Outside Employment of Service Employees:

5 CFR 3501.105, (b) Prior approval of outside employment:

(1) Prior approval requirement.

- (i) An employee of the Department, other than an employee of the U.S. Geological Survey or a special Government employee, shall obtain written approval from his ethics counselor or other agency designee before engaging in outside employment with a prohibited source.

(2) Form of request for approval.

- (i) A request for prior approval of outside employment shall include, at a minimum, the following:
 - (A) The employee's name, occupational title, office address, and office telephone number;
 - (B) A brief description of the employee's official duties;
 - (C) The nature of the outside employment, including a full description of the specific duties or services to be performed;
 - (D) The name and address of the prospective outside employer; and
 - (E) A statement that the employee currently has no official duties involving a matter that affects the outside employer and will disqualify himself from future participation in matters that could directly affect the outside employer.
- (ii) Upon a significant change in the nature of the outside employment or in the employee's official position, the employee shall submit a revised request for approval.

ATTACHMENT E: TRIP DIARY

Concessioner: _____

Launch Date: _____

Crew size: _____

Passengers: _____

Oar or Motor: _____

Day	Camp	Stops (lunch, side hikes)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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16		
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1) **INTRODUCTION**

These Commercial Operating Requirements (CORs) address on-river activities engaged in by the Concessioner. Each trip leader must carry a copy of these CORs. The Service may delay or terminate trips at any point along the river corridor if the Concessioner does not meet the conditions set forth, or until noted deficiencies are corrected.

References to “the Concessioner” include guides who are representing the Concessioner to their clients.

2) **WATERCRAFT AND CAPACITIES**

A) **Types of Watercraft**

- (1) The Concessioner must submit its initial list of watercraft it uses to the Service for review and approval within 60 days of Contract award.
- (2) While most current designs have offered a reasonable degree of safety, the Service strongly recommends additional improvements that afford increased safety and comfort for clients. The Service must approve changes of watercraft types or capacities beyond those listed in the currently approved types.
- (3) The Concessioner must carry its approved boat list with these CORs on each trip.

B) **Capacities**

- (1) Capacities have been established for each watercraft operated. Capacities are for the total number of persons on a vessel, crew included, and must not be exceeded except at the discretion of the Service for purposes of inspections or in emergencies. The Service may consider new watercraft types on a case-by-case basis.
- (2) Types and capacities of current Service approved watercraft are as follows:

Watercraft	Capacity
Paddle Raft – 16 ft.	7
Avon – Paddle – 18 ft.	9
Avon – Paddle – 16 ft.	7
Avon Adventure – Paddle – 14 ft.	7
Avon Pro – Paddle – 15 ft.	7
Avon Spirit – 18 ft.	7
Avon Super Pro – 18 ft.	7
Canyon Inflatable – 17 ft., 18 ft.	6
C-Craft – 37 ft.	23
Colorado Headwaters – 18 ft.	6
Demaree – 18 ft.	6
Demaree – Paddle – 18 ft.	9
DIB – Chubasco – 22 ft.	8
Domar Zambezi – 18 ft.	6
Dory – 18 ft.	6
Havasú – 17 ft.	6
J-Rig – 32 ft., 34 ft.	18
J-Rig – 37 ft.	23

Watercraft	Capacity
Maravia – 18 ft.	6
NRS – 18 ft., 18.5 ft.	6
Rogue River – 18 ft.	6
Snout – 22 ft., 26 ft.	8
Sotar – Oar – 18 ft.	6
Sotar – Paddle – 14 ft., 16 ft., 18 ft.	7
Sotar II – 18 ft.	6
S-Rig – 33 ft., 35 ft., 37 ft., 39 ft. (various manufacturers)	18
Vanguard – Paddle – 16 ft.	9
Wing – 18 ft.	6

C) Individual Watercraft

- (1) The Service approves the use of individual watercraft by clients, but such use is limited to inflatable kayaks, hard shell kayaks, whitewater canoes, or stand-up paddle boards. If the Concessioner intends to provide or allow its clients to use such individual watercraft, the Concessioner must develop its own safety program for the activity, as part of its documented risk management program.
- (2) The Concessioner must request and receive permission from the Service to allow clients to use other individual or alternative craft. Pool toys and other inflatable items are not approved watercraft and must not be used in the Colorado River.
- (3) The Service prohibits "Personal Watercraft" under all circumstances. 36 CFR Section 1.4 provides that the term "Personal Watercraft" refers to a vessel, usually less than 16 feet in length, which uses an inboard internal combustion engine powering a water jet pump as its primary source of propulsion. The vessel is intended to be operated by a person or persons sitting, standing or kneeling on the vessel, rather than within the confines of the hull.
- (4) Crewmembers on commercial river trips may not use inflatable or hard-shell kayaks unless they are acting as safety boaters for clients who are using them. For safety reasons, the Service may adjust the ratio of passengers to crew members in kayaks or canoes, which would require additional crew.

D) Registration

All motorized watercraft operating on the Colorado River within the Area must be registered, must carry on board at all times a valid registration card, and must properly display registration numbers and decals, in accordance with the Arizona Boating and Water Sports Law (AGF, Article 5, R5-321 and R5-322).

E) Name and Logo

The Concessioner must display its name and logo on watercraft in block lettering no less than six inches in height to aid in aerial observation/identification during emergencies. This applies to rafts and dories only, and not to individual watercraft.

F) Best Management Practices

- (1) Best Management Practices apply the most current and advanced means and technologies available to undertake and maintain a superior level of environmental performance reasonable, in light of the operations conducted under the Contract. Best management practices change from time to time as technology evolves, with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (2) The Concessioner is encouraged to use Best Management Practices in all aspects of its operation.

- (3) When using motors, the Concessioner must use four stroke or E-TEC two stroke motors. On a case-by-case basis, the Service may approve other motors that meet or exceed the criteria of four stroke engines with respect to emissions and noise. The Service encourages the Concessioner to experiment with new technology as it becomes available. The Concessioner must request and receive approval for such experimental use from the Service.

3) SAFETY EQUIPMENT AND PROCEDURES

A) Personal Flotation Devices (PFDs)

- (1) Each passenger and guide must wear a PFD at all times while on the Colorado River above Separation Rapid. Below Separation Rapid, children 12 and under must continue to wear PFDs while on the river as required by Arizona State Law.
- (2) Passengers of all ages must wear U.S. Coast-Guard-approved commercial Type V PFDs (which include head pillows). Clients on kayak support trips may wear U.S. Coast Guard-approved Type III PFDs while kayaking. Refer to Supplement G, "Superintendent's Compendium and Applicable Code of Federal Regulations" for requirements for PFDs.
- (3) The Concessioner must ensure each passenger's PFD has an identifying mark, is fitted for that particular passenger, and worn only by that passenger for the entire trip. The trip leader must inspect each PFD for compliance with U.S. Coast Guard standards.
- (4) Boatmen and crew may use U.S. Coast Guard-approved Type III, or Type V, PFDs.
- (5) A Type IV throwable device is required for each vessel greater than 16 feet long, per U.S. Coast Guard requirements. The Service recommends a standard throw rope for all rafts and dories.

B) Navigation Light

- (1) Watercraft operating from sunset to sunrise in restricted visibility must comply with U.S. Coast Guard navigation light requirements.
- (2) Power-driven vessels of less than 12 meters in length must exhibit all-around white light and red and green sidelights.
- (3) An oar-powered vessel must exhibit an all-around white light. The Service allows this to be a flashlight.

C) Incident Response

- (1) If an incident involving stranded boats and/or passengers occurs, the priority is life-safety first, environmental concerns second, and property salvage third. The Service will coordinate such activities with the Concessioner in determining the minimum level of response by both the Service and the Concessioner to achieve these goals. The Service must authorize any salvage or recovery operations. The Service has the final authority on the level of response.
- (2) In the event of an incident beyond a regular medical incident, (for example, if a watercraft is disabled or badly damaged), the Service will work with the Concessioner to respond and provide support to passengers in a manner that is most efficient and avoids duplication of efforts. The Service may allow, at its discretion, insertion of a replacement guide or other Concessioner personnel to assist with operations.
- (3) The Service may approve the launch of a replacement watercraft from Lees Ferry ONLY through a direct conversation between the SAR Incident Commander AND the Concessioner's manager on duty prior to any launch. Any deadhead trip (a trip with no clients) for a replacement watercraft must follow all Service rules for operations except for daily mileage limits. The Service does not permit night runs.

D) First Aid

- (1) Each trip must carry a major first aid kit with items highly recommended for inclusion listed in Supplement D, "Suggested First Aid Items." Items included in first aid kits must be in good condition and not expired.
- (2) Each additional vessel must carry a smaller first aid kit, except for kayaks or other personal craft. See Supplement D, "Suggested First Aid Items" for additional information.

E) Communications and Signaling

- (1) Emergency signaling equipment must include a signal mirror of the U.S. Air Force type, a set of orange signal panels, three feet by eight feet, and a satellite telephone. A ground-to-air radio is also recommended.
- (2) The Concessioner must place initial satellite telephone requests for emergency evacuations through Park Dispatch at (928) 638-7911 prior to contacting the Concessioner's office. The requesting party should request to speak with "SAR shift on duty" to contact the personnel responsible to determine proper park response.

F) Emergency Equipment

- (1) Each oar-powered raft must carry one extra set of oars. Each paddle boat must carry two extra paddles. Each trip must carry a spare paddle for every four kayaks and whitewater canoes; a support boat or individual boats may carry these.
- (2) Each motor boat must carry one extra motor. The trip must also carry spare parts of the types most commonly found to break and need replacement under river-running conditions.
- (3) Each trip must carry two operable air pumps (one primary and one backup).
- (4) Each trip must carry a boat patching and repair kit appropriate for the types of boats used.
- (5) Each trip must carry one or more accurate maps or guides of the Colorado River in Grand Canyon National Park.

G) Fuel Procedures

- (1) Spare fuel containers must be approved for the use of fuel storage (i.e. UL listed) and not exceed six gallons.
- (2) The Concessioner must secure fuel containers to the watercraft to prevent drips and spills and store them in secondary containment if appropriate.
- (3) Each motorized trip must carry cleanup equipment capable of cleaning up and containerizing three gallons of gasoline. The Concessioner must train its guides in the use of such kits.
- (4) The Concessioner must clean up and properly dispose of any incidental hazardous substance spills (including fuel spills of less than 3 gallons). The Concessioner must immediately report to NPS Dispatch any nonincidental spills (more than three gallons of fuel), but is not expected to clean them up.

H) Generator Use Limitation

- (1) Generator use is limited to emergency situations, such as inflating rafts and providing power for necessary medical devices.
- (2) The Concessioner may not use generators in the river corridor for other purposes including providing power for lights, appliances, or sound equipment.

I) Incident Reports

- (1) The Concessioner must report to the Service the following.
 - (a) All incidents resulting in evacuation from the canyon.
 - (b) Personal injury requiring more than basic first aid treatment (as defined by OSHA)
 - (c) The death or disappearance of any trip participant.
 - (d) Property damage greater than \$300
 - (e) Fires
 - (f) Motor vehicle accidents
 - (g) Other incidents that may adversely affect Area resources (e.g. hazardous material spills)
 - (h) Known or suspected violations of the law
 - (i) Assistance provided to other Concessioners or private individuals involving any of those same situations.
- (2) River Incident Report Form
 - (a) The Concessioner must complete and give the River Incident Report Form to the responding Ranger or mail or e-mail it to the Area's Search and Rescue (SAR) Coordinator within 48 hours of trip completion at Grand Canyon National Park, PO Box 129, Grand Canyon, Arizona 86023, or grcasarsh@nps.gov. The form is available through the Area's Commercial Services Division or the Concessioner may make and use duplicates of Supplement I, "River Trip Incident Form."
 - (b) If the incident occurred ON WATER (while under way), and involved a fatality, disappearance, or personal property damage greater than \$500, the Concessioner must also mail or fax a copy to the Arizona Game and Fish Department. AZGFD Boating Law Administrator, 5000 W. Carefree Hwy, Phoenix, AZ 85086; Fax (623) 236-7945.
 - (c) The Service or Arizona Game and Fish Department may contact the Concessioner for additional details.
 - (d) Each trip must carry a copy of the River Trip Incident Report Form.
- (3) The Concessioner must e-mail or telephone notification of any evacuation executed by another agency for a serious injury or an injury requiring hospitalization to the Area's SAR Coordinator within 24 hours of the incident.
- (4) *Hazardous or Non-hazardous Substance Spills*. The Concessioner must report spills of hazardous or non-hazardous substances immediately to Park Dispatch. Refer to the Contract, Addendum 1. General Provisions, Section 4. Environmental Data, Reports, Notifications, and Approvals for additional information. Information must include the location spilled and the approximate amount spilled.

J) Alcohol Use by Clients

The Concessioner must not sell, serve, or furnish any alcoholic beverages to its clients. The Concessioner may permit clients to bring their own alcohol for personal consumption.

K) Illness Reporting

- (1) Human Illness Reporting
 - (a) The Concessioner must report any suspected outbreak of human communicable illness, whether crew or clients, to the Service's Public Health Service Consultant at (928) 638-7355 and the Chief Ranger at 928-638-7800. The timing of this reporting depends on the type of illness and number of people ill.

- (b) The Public Health Service Consultant and the Service will evaluate this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources, or cause by other adverse environmental conditions.
- (2) *Gastrointestinal Illness Reporting*. The Concessioner must report any gastrointestinal illnesses which occur on the river during a river trip or following a river trip. The timing of the report depends on the number of people ill. See Supplement J, "River Trip Gastrointestinal Illness Reporting Instructions" and Supplement K, "Confidential River Trip Gastrointestinal Illness Report Form" for further information.
- (3) Human Illness Outbreaks
 - (a) The Concessioner must report any suspected outbreak of human illness, which the Service defines as three (3) or more persons with common symptoms that could be associated with water or food sources or other adverse environmental conditions, or an unexpected increase in human illnesses. Reportable symptoms of human illness include food related illness complaints; gastrointestinal illness; or flu outbreaks.
 - (b) The Concessioner also must report illnesses carried by animals or insects such as hantavirus, West Nile virus, Rocky Mountain spotted fever, relapsing fevers, etc.; and communicable diseases as listed in Arizona Administrative Code Title 9 Chapter 6
 - (c) The Concessioner must make the initial report by telephone, and then complete and mail, e-mail, or hand deliver a completed "Reporting Human Illness" form (an Attachment to this Operating Plan) to the Service Public Health Service Consultant, for investigation. When in doubt, the Concessioner must report the illness.

L) Aircraft Operations

- (1) See Supplement C, "Helicopter Evacuations" for evacuation procedures and a checklist for preparing for a helicopter evacuation.
- (2) Helicopter evacuations are available only for medical emergencies. Only the Service may make such arrangements.
- (3) The Service limits use of aircraft in and over the Area to official flights needed to support and carry out emergency operations, essential management activities in cases where there are no practical alternatives, or when alternative methods would be unreasonable considering such factors as safety, effects on resources, and visitor enjoyment. Only the Service may arrange or coordinate such flight use. The Concessioner is responsible for all aircraft costs, but may bill its clients for such costs in medical/injury-related situations.

4) CREW, TRIP LEADER AND GUIDE REQUIREMENTS

A) Crew Requirements

- (1) The maximum group size limit for each season is 32, which includes crew (e.g. guides, trainees, swimmers, baggage boatmen, assistants, etc.).
- (2) Each watercraft carrying clients must have at least one qualified guide or trip leader on board. Motorized craft are allowed two assistants per watercraft in addition to the guide or trip leader.
- (3) Non-motorized trips are allowed two assistants in addition to the regular complement of guides necessary to directly operate the boats (i.e., one guide or trip leader per watercraft).
- (4) A crew member must be essential to accomplishing the specific purpose of a given trip. All non-crew trip members are considered clients.

- (5) Personal care assistants necessary for people with disabilities are the single exception. Personal care assistants count as group members for purposes of group size limits, but do not count against recreational user days. Personal care assistants must be approved in advance by the Service, and such requests must be submitted with sufficient explanation (e.g., resume of personal care assistant) via the Crew Waiver function in the Trip Form within the OLC at least three weeks prior to the launch date.
- (6) Trainees and swampers must not pay Concessioners for the privilege of accompanying commercial river trips. The payment of money by any "employee-crew member" to the Concessioner for the privilege of working negates the status of that employment and relegates the "paying employee-crew member" to the status of a commercial passenger.
 - (a) The Concessioner may count "Trainees" as regular crew provided they are 1) working in the capacity of an assistant on a motor rig as specified above or 2) operating a watercraft not carrying clients for hire. Such craft may have one additional assistant for safety and/or training purposes in addition to those specified above. The two assistants allowed in paragraph "3" above should act as safety/bailers, if needed, for trainee/baggage boats.
 - (b) Subject to Applicable Laws, the Concessioner may allow an unpaid "work-your-way" assistant as the second assistant on a single motor rig, or as an assistant on an oar trip as described above, but must not abuse the use of volunteer crew to avoid hiring sufficient staff to provide services to clients. For example, baggage boatmen may not be considered unpaid assistants.
 - (c) It is the responsibility of the Concessioner to ensure all employment arrangements, including those set forth in in this subsection, as well as all wages paid or not paid, comply with all Applicable Laws, including but not limited to all rules and regulations promulgated by the United States Department of Labor. Failure to comply with Applicable Law will be considered a breach of this Contract and may also result in the imposition of the remedies and sanctions set forth in 29 C.F.R. § 10.44 by the United States Department of Labor.

B) Guides

- (1) A guide must:
 - (a) Be at least 18 years old.
 - (b) Have completed at least six trips through Grand Canyon National Park on the Colorado River as a watercraft operator or as an apprentice under a qualified guide where actual watercraft operation and control were observed by another guide and where at least three trips were in the type of craft the guide will operate with clients. The prospective guide may substitute comparable experience on other rivers for not more than three of the six trips, on a case by case basis as approved by the Concessioner.
 - (c) Be certified in Wilderness First Responder (WFR), or higher certifications (EMT, WEMT, and Emergency Medical Doctor) through a program sponsored in the United States.
 - (d) Possess current Cardiopulmonary Resuscitation (CPR) Certification, obtained through an in-person class.
 - (e) Possess current food handler's certificate from a recognized entity that holds training classes and issues certificates. If the guide will oversee clients conducting food preparation, the guide must possess a current food manager's certificate.
 - (f) Possess the following skills and knowledge, as verified by the Concessioner.
 - Ability to safely navigate the river.
 - Ability to operate the emergency communications equipment carried by the Concessioner.
 - Knowledge of evacuation procedures.

- Knowledge of American Indian perspectives on Grand Canyon resources, Grand Canyon natural and human history, points of interest encountered, and the ability and willingness to impart this knowledge to clients.
- Working knowledge of the safety aspects and equipment repair procedures for each type of craft operated.
- Working knowledge of all environmental protection, equipment and sanitation procedures for river trips in the Area.
- Knowledge of the state of Arizona, U.S. Coast Guard, and National Park Service regulations applicable to watercraft carrying clients for hire, including the rules of navigation (channel markers, rights of way, types of buoys, etc.).
- Knowledge of federal regulations protecting natural and cultural resources from human impact.

C) Trip Leaders

- (1) A trip leader is a person whose character, personality, and capabilities qualify him or her as a responsible leader. A trip leader must be in charge of each river trip.
- (2) In addition to meeting the guide qualifications specified above, the trip leader must:
 - (a) Have completed at least 10 trips through Grand Canyon National Park on the Colorado River as a guide, in addition to the six trips required to achieve trip guide status. Participation in the annual Guide Training Seminar trip may count as one trip for this purpose.
 - (b) Be knowledgeable and capable of giving orientation talks to all clients throughout the trip as verified by the Concessioner. This required orientation must cover personal life preservers, boating safety, swimming, hiking safety, drinking water, sanitation, and cultural and natural history of the Grand Canyon.

D) Maintaining Records of Trip Leader and Guide Requirements

- (1) The Concessioner must maintain all guide information up-to-date in the River Guide License Database on the Online Launch Calendar (OLC). The Concessioner must maintain records of its guides' qualifications and provide them to the Service on request.
- (2) The Service requires certain minimum experience levels and certifications for trip leaders and guides; however, the Service does not certify river guides or issue guide cards. The Concessioner is solely responsible for ensuring all its trip leaders and guides meet the minimum requirements established by the Service.
- (3) The Concessioner must maintain on file in its office a resume of each of its guides and copies of the guide's current first aid card and food handler's certification. The resume must include, at a minimum, the guide's name, birth date, address, telephone number, and a list or description of the guide's river-running or river-guiding experience.
- (4) The Concessioner must ensure trip leaders and guides are appropriately qualified and certified in accordance with the Service requirements prior to entering the Area. This includes ensuring the certification information is up to date in the River Guide License Database function of the OLC.

E) Use of Alcohol and Controlled Substances by Crew

- (1) The Concessioner is responsible for the safety and wellbeing of its clients at all times. Concession staff must not use alcoholic beverages while actively engaged in, or within four hours prior to when they may be expected to be engaged in, on-river operations. Staff must not be under the influence of alcohol at any time while conducting on-river activities. "Under the influence" means a blood/alcohol content of 0.04 or greater.

- (2) The Concessioner must manage all other staff and client use of alcoholic beverages during the course of a river trip, including land-based activities or the operation of highway motor vehicles, to at all times ensure the safety and wellbeing of staff and clients.
- (3) Drug-free workplace
 - (a) The Concessioner must maintain, to the greatest extent possible, a drug-free workplace. The Concessioner must develop and implement an appropriate drug-testing program for its employees. However, the Service will not dictate a program the Concessioner must use.
 - (b) The Concessioner must require employees who are in safety-sensitive positions, such as but not limited to boatmen and vehicle operators, to participate in periodic drug testing.
 - (c) The Concessioner must submit a report summarizing drug-testing activity for the year to the Service by December 1 each year. The report must include the total number of test, the total number of positive test (if any), and any corrective actions taken. The report must not include any personally identifiable information.
 - (d) The Concessioner must conduct educational programs for its employees to deter substance abuse and alcohol abuse.
- (4) The Hualapai Tribal Council has adopted laws (Section 6.21A and 6.34A) regarding public intoxication and open containers on Hualapai Tribal lands effective December 16, 1994 (refer to Section V. concerning Hualapai Tribal lands). For additional information, inquire at (928) 729-2216, extension 316.

F) Firearms and Weapons

- (1) On-duty employees must not possess or use weapons or firearms. The Superintendent, in his or her sole discretion, 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 Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
- (2) The Concessioner must develop and provide to the Service its policies concerning firearms upon request.

5) ENVIRONMENTAL PROTECTION AND SANITATION

A) Flow Fluctuation Zone

The daily fluctuation of the Colorado River creates an area of wet sand referred to as the flow fluctuation zone. This area is inundated on a regular basis with the fluctuating flows of the river. Trips must conduct activities that may have impacts, such as smashing cans, washing dishes, and using soap, below the high water line whenever possible. When such activities occur above the flow fluctuation zone, the Concessioner must take extra care to protect the dry sand of this fragile area.

B) Solid Waste

- (1) The Service considers solid waste as rubbish, refuse, trash, litter, garbage, etc.
 - (a) The Concessioner must not discard solid waste in the water or along the shore of the river, in side canyons, on trails, along escape routes, or in any other portions of the canyon.
 - (b) The Concessioner must carry out all solid waste. The Concessioner must ensure all clients properly dispose of solid waste.
 - (c) The Concessioner must not make deposits of solid waste at Phantom Ranch or Diamond Creek.
 - (d) The Concessioner must not deposit any solid waste in the river, even if it is ground or pulverized.

- (e) The Concessioner must conduct activities such as crushing food and beverage cans so as to leave the beach free of liquids, food, and paper.
- (f) The Concessioner must strain liquids through a fine mesh screen into the river and place solids in garbage bags.
- (2) Tarps are required under food preparation, serving and dishwash* (see dishwash section below) tables, extending far enough out to leave the beach free of soap and food scraps.
- (3) *Soap.* Soap use is restricted to the main stream of the Colorado River only. Soap must not be used in side streams or springs, or within 300 feet of the confluence of any side stream and the main river. Solar showers may be used only in the water or directly adjacent to the water on wet sand along the main stream of the Colorado River.

C) Portable Toilets

- (1) *Toilet system.* Each trip must carry a washable/reusable toilet system to contain and remove solid human waste from the canyon. The toilet system must provide for secure containment and an adequate volume of storage. Solid human waste must be deposited directly into the container. The toilet system must be either:
 - (a) A washable, reusable type allowing for the sanitary transfer of waste materials to septic vaults or sewage treatment facilities, or
 - (b) The type that uses dry chemicals/enzymes to render solid human waste into a nonhazardous product acceptable for disposal in permitted landfills. Such products include the PETT system from Phillips Environmental Products, Inc. and the Restop 2 from American Innotek, Inc. The Service must review and approve the use of any different comparable product.
- (2) *Day toilet.* A toilet must be accessible during the day. For most use, this may be a backcountry single-use product such as a WagBag, ResTop or similar, or a washable/reusable "day-use" toilet. A regular toilet must be accessible in the event a client is unable to navigate the smaller day toilets.
- (3) *Camp toilet.* Upon arrival at camp, the Concessioner must set up toilet facilities in an area affording reasonable privacy. For groups (including crew) larger than 26, the Concessioner must set up two toilets.
 - (a) The Concessioner may provide a washable/reusable "day-use" toilet as a second facility provided it is available at a convenient on-shore location, such as near the hand-wash containers; however, the Service prefers two full-sized toilets are set up.
 - (b) The toilet must remain set up until the party breaks camp.
- (4) *Toilet paper and hygiene products.* Toilet paper must be deposited with human waste. Hygiene products must not be deposited in toilets with human waste; they must be disposed of with other solid waste.
- (5) *Urination and "pee buckets"*
 - (a) All trip participants must urinate directly in the river or in the toilet.
 - (b) While in camp, the Concessioner may set up "pee buckets" next to the toilet system. Pee buckets must be labeled and only used for urination, not as hauling or bailing buckets. Pee buckets must be emptied directly into the river and thoroughly sprayed with disinfectant following use. Pee buckets must be stacked only with the dirty hand wash buckets or kept separate.
 - (c) Individual pee buckets, if provided, may be taken to client camps at night only.
- (6) *Toilets during side hikes*

- (a) The Concessioner must encourage clients to use toilet facilities or urinate into the river prior to off-river hikes.
 - (b) During off-river hikes, all party members must go "high and far" (100 feet from trails, campsites, and water sources) to urinate to avoid the buildup of urine.
 - (c) The Concessioner must provide a means, such as a single-use toilet system, for all party members to carry out human solid waste and toilet paper during off-river hikes.
- (7) *Procedures may change.* Service guidelines and procedures are subject to change as regulations for handling of solid human and other waste continue to evolve. The Concessioner is required to comply with such changes as they occur.

D) Human Waste Removal from the Area

- (1) The Concessioner may use the human waste disposal facilities (SCAT Machine) at Meadview. See Supplement F, "Meadview SCAT Machine" for additional information about human waste disposal.
- (2) If the Meadview SCAT machine is not used, toilet contents and used single-use toilet bag systems must be disposed of outside of the Area, in accordance with municipal and state regulations.

E) Fires

- (1) All trips must use gas stoves (propane and white gas) with sufficient fuel for cooking.
- (2) The Concessioner may use wood fires for warmth or aesthetics but not for cooking.
- (3) The Concessioner may gather driftwood for fires only from November 1 through end of February. No one may cut or gather wood from standing or fallen trees, dead or alive. This includes introduced species such as tamarisk.
- (4) The Concessioner must contain all wood or charcoal fires in a raised fire pan a minimum of 300 square inches with a 3-inch-high lip around the edge. Charcoal briquettes may be contained in fire pans 12 inches by 12 inches with a 3-inch-high lip around the edge. The Concessioner must elevate all fire pans and blaster stoves above the sand.
- (5) Fire blankets are required for use under the fire pan for both charcoal and wood fires, including "oil pans" used under Dutch ovens. Fire blankets must be approximately 60 x 72 inches and when deployed must be larger than the fire pan or pans. Fire blankets under Dutch ovens must be larger than the "oil pans" used for the heat source. The fire blanket must be large enough and adequate to ensure no coal or embers contact, or are left on, the ground.
- (6) Open fires are prohibited away from beach areas.

F) Trails

- (1) The Concessioner must stress to clients the need to stay on established trails.
- (2) A guide or trip leader familiar with the trail must lead all group hikes.
- (3) All trip participants must avoid multiple or social trailing, as it creates damage at attraction sites and along backcountry trails and causes impacts to vegetation and soils.

G) Campsite Impacts

- (1) The Concessioner must select campsites suitable to group size.
- (2) All trips must avoid impacts above the sandy, pre-dam riparian zone at camping areas because desert and old pre-dam riparian plant communities are particularly susceptible to damage and erosion due to trampling.

- (3) The Concessioner must stress the necessity of conducting camp activities in the more resistant post-dam sandbar areas.
- (4) The Concessioner must instruct clients not to blaze new hiking routes or sleeping areas in the fragile desert zones.

H) Archaeological Sites

- (1) The Concessioner must inform their clients about the federal laws prohibiting disturbance of archaeological remains on federal lands, and Leave No Trace principles used to avoid disturbing archaeological remains. Archaeological sites along the river and in tributary canyons can be damaged by people walking on fragile cultural deposits, by piling artifacts into collection piles, stealing artifacts, digging in ruins, rearranging wall fall or building up walls, and from other activities such as graffiti and vandalism. These activities are prohibited and punishable under federal laws.
- (2) The Concessioner must comply with the Grand Canyon National Park Cultural Site Information Standard Operating Procedures, Supplement L, which provides a list of sites suitable for visitation.

I) Side Streams

The Concessioner must advise clients the building of dams in side streams can prevent fish from making their way up or downstream. If clients build a dam briefly to create a soaking pool, they must remove it when finished, as a "Leave No Trace" measure.

6) PUBLIC HEALTH

The Concessioner must comply with the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual (F) – Backcountry Operations, as they now exist or as they may be amended from time to time, as the minimum standards for public health in all river operations.

A) Drinking Water

- (1) The Concessioner must ensure all potable water for its backcountry operations are hauled from a public water system, boiled, or filtered and disinfected.
- (2) *Public Water System.* If the Concessioner obtains its water from a municipal public water system, the Concessioner must store it in containers free from contamination and disinfected between every reuse. To disinfect the containers between uses, place two tablespoons of Clorox or similar 6% chlorine bleach solution in a five-gallon container of water, mix and allow to stand for 30 minutes. Then empty the container, rinse it with potable water, and then fill it with water from the approved public water system.
- (3) *Boiling.* If the Concessioner obtains water from a source free of known chemical contamination, the Concessioner may treat it by bringing it to a rolling boil for one minute, plus an additional minute for each thousand feet above sea level. For example, at 3,000 feet above sea level, the Concessioner must boil water for four minutes to treat it.
- (4) *Filtration and Disinfection.* If the Concessioner obtains its water from a source free of known chemical contamination, it may treat the water by filtering and disinfecting it as follows:
 - (a) Filter the water through an "absolute" 1 micron filter, or one labeled as meeting the National Sanitation Foundation (NSF) Standard #53 for "Cyst Removal." Such a filter must be labeled, or the trip leader must have documentation available, establishing the filter meets the "absolute" 1 micron filtration requirement.

- (b) Follow filtration by disinfection. Add unscented Clorox or similar 6% chlorine bleach solution until a strength of at least 1 mg/l is achieved.¹ Use a chlorine residual test device to determine chlorine residual. Mix and let stand for at least 30 minutes before drinking. *Note: check the bottle to determine the strength of chlorine in the Clorox. 8.25% solution will require less Clorox to achieve the same strength. A residual test device is essential.*
- (c) Other Disinfection Methods. The U.S. Public Health Consultant must approve any alternative disinfection method.
- (d) The Service does not approve use of ultraviolet light as an alternative to adding disinfectant.

B) Hand Washing

- (1) The Concessioner must ensure hand wash facilities are available and used in the kitchen and toilet areas. All food preparers must wash their hands prior to handling food or food preparation equipment, each time after they handle raw meat, poultry or other potentially hazardous food, and as frequently as needed to prevent contamination of food and utensils. All trip participants must wash their hands after using, handling or packing the toilet, as well as before eating.
- (2) Handwashing Setup
- (a) The Concessioner must provide a double-bucket handwashing setup, which includes liquid soap in a dispenser and the ability to wash hands without touching the system by using a foot pump. The Concessioner must cover clean water containers to prevent accidental contamination from splash-over, etc.
- The use of bar soap is prohibited. Liquid soap dispensers must be used.
 - All clients and guides must air dry hands, or else dry hands on clean, individual paper towels. Drying hands on cloth towels is prohibited.
 - A handwashing setup which involves the repeated dipping of hands into the clean water container may not be used.
 - If a double-bucket handwashing set-up uses potable water, no additional chlorine bleach or use of a gel sanitizer is required.
 - If non-potable water is used, the "clean" water bucket must contain at least 100 ppm of chlorine bleach. The Concessioner must use chlorine test strips to determine the chlorine residual in the hand wash water.
 - Using untreated river water to wash hands, even with soap, is not a sanitary practice. All participants and guides must use treated water for hand washing. In the event participants must wash their hands with untreated river water, they must use hand sanitizer afterwards.

(3) Summary of Guidelines for Hand Washing

Water Source	Amount of 6% Chlorine Bleach per Gallon of Water*** <i>Note: check the bottle to determine the strength of chlorine in the Clorox. 8.25% solution will require less Clorox to achieve the same strength. Use of test strips is essential.</i>	Soap: Must be Liquid Soap	Hand Gel, 62% Ethyl Alcohol, used per directions
Potable water	None needed	Always use soap.	Not required

¹ Note: 1mg/l is the same as 1 part per million

Water Source	Amount of 6% Chlorine Bleach per Gallon of Water*** Note: <i>check the bottle to determine the strength of chlorine in the Clorox. 8.25% solution will require less Clorox to achieve the same strength. Use of test strips is essential.</i>	Soap: Must be Liquid Soap	Hand Gel, 62% Ethyl Alcohol, used per directions
River water or other non-potable water	Approximately 2 tsp of Chlorine Bleach per gallon of water, to reach 100 ppm. Use a test strip to determine.	Always use soap.	Not required
River water or other non-potable water	If none used, in extreme circumstances	Always use soap.	Mandatory

C) Food and Beverage Operations

- (1) The Concessioner must demonstrate its commitment to client safety by planning for safe food storage, handling, and preparation. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan or incorporated into existing business/operating plans. Food service must comply with the relevant portions of the FDA's most current Food Code, except where NPS Reference Manual RM-83F, Public Health for Backcountry Operations, permits.
- (2) Menu
 - (a) The Concessioner must provide a variety of food appropriate for the desert environment, weather conditions and physical activity, for a range of client tastes and dietary needs.
 - (b) The Concessioner should simplify menus and select ingredients to minimize the amount of raw potentially hazardous foods it uses on each trip.
- (3) Food Handling
 - (a) As noted in Guide Requirements, all guides must maintain a current Food Handlers Card.
 - (b) Food handlers must not eat while preparing food.
 - (c) The Concessioner must minimize bare hand contact for ready to eat food products. Gloves or utensils are strongly encouraged for handling foods that will not be cooked.
 - (d) Clients may not prepare or handle food other than their own. They may perform other duties attendant to food preparation. Under the following circumstances, clients may assist with meal or snack preparation:
 - A crew member with the appropriate certification must physically supervise the operations in the kitchen area. This crew member must have a food manager certification from a food protection manager certification program that is evaluated and listed by a Conference for Food Protection-recognized accrediting agency as conforming to the Conference for Food Protection Standards for Accreditation of Food Protection Manager Certification Programs. The Concessioner may submit other comparable courses and exams to the NPS Office of Public Health for acceptance in a specific setting. The Concessioner must maintain a copy of a valid certification in its files and make the certification available to the NPS upon request.
 - (e) The Concessioner must not allow anyone who is ill to prepare food.
 - (f) If a crew member develops a gastrointestinal illness, she or he must not handle food or treat water for 72 hours after symptoms have resolved.
 - (g) Any client who experiences gastrointestinal illness during the trip (vomiting or diarrhea) must not assist in the kitchen for the remainder of the trip.

- (h) If two or more people become ill on a trip, clients may not help in the kitchen for the duration of the trip.

(4) Food Storage

- (a) The Concessioner must store potentially hazardous foods (including raw eggs) at or below 45°F.
- (b) The Concessioner must store foods so that they do not contaminate one another. The Concessioner must store raw potentially hazardous foods in a separate cooler. When this is not possible (e.g. single cooler trips), the Concessioner must store raw potentially hazardous foods at the bottom of the cooler in durable leak proof containers. Double bagging is not adequate when storing raw potentially hazardous foods in the same cooler as ready to eat foods.
- (c) The Concessioner must store dry foods in sealed containers to protect them from moisture and rodents.
- (d) The Concessioner must store food separately from cleaning supplies, fuel, human waste receptacles, or solid waste receptacles.

(5) Food Preparation

- (a) The Concessioner must not hold potentially hazardous food left over from a meal for re-service.
- (b) The Concessioner must not prepare potentially hazardous food in advance in the backcountry, and then cool it down for later service. All potentially hazardous foods cooked on site must be consumed or discarded within four hours of preparation.
- (c) *Thermometers*. The Concessioner must manage temperature control by the use of a food thermometer. Concession employees must know how to use the food thermometer to check the temperature of food being served and/or stored in ice chests.

(d) Food Preparation Facilities

- Food preparation surfaces must be in good repair, without cracks or holes and easily cleanable.
- The Concessioner must implement measures to prevent environmental contaminants from affecting food. This may mean overhead and/or side protection during inclement weather.
- Tarps are required under food preparation, serving and dishwash* (see dishwash section below) tables, extending far enough out to leave the beach free of soap and food scraps.

- (6) *Dish wash*. The Concessioner must develop and use a three-bucket dish wash system that includes steps to scrape, wash, rinse, and sanitize. The bucket used for sanitizing dishes must contain at least 100 ppm of chlorine bleach. The Concessioner must strain all dish water through a strainer to collect any solids for disposal, and empty the dish water in the river to prevent damage to shore vegetation from soap or chlorine.

(7) Unused Food at Trip End

- (a) The Concessioner must discard any food product in an opened package at the end of the trip. However, items that are not potentially hazardous AND that will be cooked (e.g. pancake mix) and seasonings are exempt from this requirement.
- (b) The Concessioner must discard potentially hazardous foods, opened or not, at the end of a trip (i.e., they cannot be taken on more than one trip).

7) **RESTRICTED AREAS**

A) General

- (1) Areas along the Colorado River closed to either camping or visitation by order of the Code of Federal Regulations (36 C.F.R. 7.4) or Superintendent's Compendium (36 C.F.R. 1.5 (a)) are listed in Supplement G and may change seasonally or annually.
 - (a) Trip leaders should verify seasonal closures, such as those required to protect endangered species, with the Lees Ferry Ranger or Permits Office.
 - (b) Other restrictions and/or closures may be posted on the bulletin board at Lees Ferry. Refer to the "Summary of Camping and Visitation Restrictions" table in Supplement G for the comprehensive list.
- (2) *Nankoweap Special Use Area*. For information about camps and hiking at Nankoweap, see Supplement B, "Nankoweap Special Use Area."
- (3) *Phantom Exchange Camps*. Between March 1 and October 31 the Service designates as Phantom Exchange Camps the following river camps in the Colorado River corridor between River Mile 77.5 (below Hance Rapid) and River Mile 89.8 (below Pipe Creek Rapid):
 - (a) Grapevine Camp, river left at approximately River Mile 81.7.
 - (b) Zoroaster Camp, river left at approximately River Mile 85.
 - (c) Upper Cremation Camp, river left at approximately River Mile 87. 6.
 - (d) Lower Cremation Camp, river left at approximately River Mile 87. 7.
 - (e) Across from Pipe Creek Camp, river right at approximately River Mile 89.2.

During this time period, only river trips with passenger exchanges hiking out of Phantom Ranch or Pipe Creek early the next morning may use these Phantom Exchange Camps. Camping or layovers by other trips in this reach are strictly prohibited.
- (4) *Whitmore Exchange Camps*. Between May 1 and September 30, from River Miles 185 to 187.5, camping is restricted to river trips with passenger exchanges at Whitmore Wash.

8) **CURRENT USER-DAY BASE ALLOCATIONS PER CONCESSIONER**

A) User-Day Allocations

- (1) The Service administers user-day allocations. The Service may adjust these allocations as a result of the assessment of penalties, the sale of a company, resource protection considerations, or reallocations made for the purpose of providing greater noncommercial access.
- (2) The maximum total user-days used among all Concessioners must remain at or below 92,400 for the "summer season" (May 1 through August 31) (80% of the full year total). Concessioner may use a maximum of 67,329 of these summer user-days for motorized trips, but total motorized use among all Concessioners must not exceed 76,913 user-days in any calendar year. Concessioners must set individual trip lengths and an overall launch schedule levels that ensure they never exceed the overall Concessioners' limits on Trips At One Time (TAOT).

Concession Contract	Annual User Day Allocation
CC-GRCA006-08	10,368
CC-GRCA007-08	11,099
CC-GRCA010-08	4,403

Concession Contract	Annual User Day Allocation
CC-GRCA011-08	2,848
CC-GRCA015-08	13,967
CC-GRCA016-08	2,960
CC-GRCA017-08	7,203
CC-GRCA018-08	11,027
CC-GRCA020-08	3,693
CC-GRCA021-08	7,355
CC-GRCA022-08	4,821
CC-GRCA024-08	9,546
CC-GRCA025-08	4,823
CC-GRCA026-08	14,001
CC-GRCA028-08	4,063
CC-GRCA029-08	3,323
All Concessioners Total	115,500

B) Launch Schedules

The Concessioner must set its launch schedules and motorized and seasonal allocations in one of the following ways:

- (1) Consensus among Concessioners and the Service. The sixteen river concessioners submit to the Service for review at least six months before the start of the season a jointly proposed launch schedule that meets all of the requirements of the Contract. The Service may choose to accept it as the launch calendar for each Concessioner for that year. If the concessioners are unable to come to consensus on a launch schedule or the Service does not approve the submitted launch schedule, the Service will select and require the same (or slightly adjusted) launch schedule agreed upon and used by the Concessioners in any previous year the Service chooses, during which the CRMP was in effect.
- (2) Once a specific launch schedule is established that lists each concessioner's trips and lengths for each trip, it may only be changed in ways that do not result in TAOT limits being exceeded.

C) Within Season Adjustments to Motorized and Seasonal Allocations

After allocations, launches, and maximum trip lengths are set and commercial use begins for the year, the Service will consider joint proposals from concessioners that wish to exchange opposite season user-days (i.e. summer vs. spring and/or fall shoulder) among each other provided the maximum total user-days for all concessioners remains at or below 92,400 for the summer and 115,500 for the calendar year.

D) Exceeding Allocations

- (1) The Concessioner must ensure actual use does not exceed its motorized, seasonal, and annual allocations. The Concessioner is free, however, to make advance bookings at a slightly higher level than its user day allocation to help compensate for last minute voluntary cancellations and potential no-shows. Bookings for each individual trip must never exceed the passenger limits for that trip (group size limits minus needed crew for that trip).

- (2) If the Concessioner exceeds its allocation in actual user-days used in any year, the Service will note the overage in the annual contract compliance evaluation and it may result in a less-than-satisfactory rating. The Service may deduct the entire amount exceeding the allocation from the Concessioner's allocation for the same season of the next year.
- (3) A Concessioner with excess user days may transfer those user days to another authorized river concessioner. A transfer may take place as follows:
 - (a) The transferor and transferee must make their request to and receive approval from the Service before implementing the transfer. This request must include the number of days, the date of the launch on which they will be used, and a certification from the transferor that no compensation of any kind will be received for the days.
 - Transferred days must be used in the year of transfer.
 - The transferor and transferee must notify the GCROA executive director of the agreement.
 - The transfer of user days must be completely voluntary. No concessioner is required to transfer its unused user days involuntarily.
 - The party transferring the user days must not accept any monetary or other form of consideration in exchange for the user days. The party accepting the user days must not provide any monetary or other form of consideration in exchange for the user days.
 - While NPS and OLC use reports will show the actual use by the transferee, the NPS will credit the use by the transferor in its Annual Overall Ratings.
 - (b) The transferee must:
 - Receive a transfer total of no more than 100 user days in one calendar year.
 - Pay all applicable franchise fees, collect entrance fees, and otherwise manage the user days as its own operation.
 - Note the transfer in its end-of-the-year report to the NPS.

The Service will approve transfers that allow a concessioner to absorb an accidental over-booking or to round out a partially booked trip at the end of the season. The Service will not approve transfers if it believes the transfers are to expand a business over the long term or to solve chronic over-booking.

9) LAUNCH CALENDAR

The Online Launch Calendar (OLC) is software to which river concessioners and the Service has access, which manages the launches of all river concessioners.

A) Purpose of the OLC

- (1) The OLC is the official permitting system by which the Concessioner and Service exchange requests and approvals for commercial launches. The Concessioner reports use statistics as well as entrance fee information through the OLC.
- (2) The Concessioner must update the OLC as needed to help ensure it meets all current regulatory requirements for maximum and minimum trip lengths, group sizes, daily Lees Ferry launch limits, maximum number of motor boats, deadhead travel time to Phantom Ranch, etc. The OLC also ensures river concessioners as a group do not exceed TAOTs.

B) Responsibility

- (1) While the OLC assists in this effort, the Concessioner is responsible for ensuring its own compliance with all rules. In addition, the Concessioner is responsible for ensuring its OLC trip records are as

current and accurate as possible. The Concessioner must ensure all passenger and trip information is complete and correctly entered into the OLC before the morning of the launch.

(2) Required Information

- (a) Trip information includes: trip options, numbers of passengers (at Lees Ferry and at all exchange points), client exchange and take-out dates and locations, numbers and types of watercraft, and crew list.
- (b) See the main body of the Operating Plan for information on compliance with the One Trip Per Year Rule. If the process is changed, the Service may require submission of passenger names and other information in the OLC.

C) Last Minute Corrections

The Concessioner may make last minute corrections to the OLC trip record on the day of the launch. To accommodate last minute clients who join at an exchange point, the Concessioner may add clients to the OLC record on or before the day the clients join the trip as part of an exchange.

D) Later Corrections

- (1) The Concessioner may request a change to the OLC trip record after the above deadlines, when the following unanticipated events occur.
 - (a) No-Shows, Early Exits, and Evacuations. Trips with OLC permitting discrepancies solely due to no-shows, clients unexpectedly choosing to leave a trip early, and/or evacuations may proceed with their trip. The Concessioner must submit a post-launch trip record adjustment to the Permits Office via the OLC as soon as possible, but not later than seven days from the equipment pull date of the trip.
 - (b) Late Bookings. Last-minute clients unaccounted for on the OLC may be included on a trip provided:
 - The Concessioner sends a fax to the Permits Office (928) 638-7844 in advance, detailing the discrepancy and committing to correct it on the OLC.
 - Within seven days of the above fax, the Concessioner submits a post-launch trip record adjustment to the Permits Office via the OLC.

E) Final Locking of OLC Trip Record

The OLC trip record locks seven days after the equipment pull date of the trip. The Service may document inaccuracies and delinquent post-launch adjustment requests as deficiencies in the Concessioner's Annual Overall Rating.

F) Requesting Exceptions

The Concessioner must submit all requests for any exceptions to the Permits Office through the OLC at least three weeks prior to the launch date. Note that all special requests through the OLC are simply requests until approved by the Service through the OLC.

G) Trip Sheet Verification

The trip leader must carry a passenger manifest trip sheet. Service staff may contact trips at any time and request the passenger manifest to verify the Concessioner's compliance with regulations and accurate reporting of passenger counts. During these contacts, Rangers may also query clients as to Area passes and/or age.

10) SPECIAL TRIPS

A) Deadhead Trips

- (1) The Service defines a deadhead trip as a launch from Lees Ferry with no clients. The Service counts all deadhead trips as launches. Should a Lees Ferry-to-Phantom Ranch segment of a scheduled trip cancel or not be booked, the Concessioner must list the trip departure on the OLC as a deadhead trip.
- (2) Deadhead trips must adhere to crew limitations and expedite travel to the client pick-up point. Motorized trips must arrive at Phantom Ranch within 48 hours after leaving Lees Ferry and oar-powered trips must arrive at Phantom Ranch on the fourth day. These trips must not use the Cremation Camp. Deadhead trips to exchange points below Phantom Ranch are not permitted without prior approval from the Service. Any exceptions to these deadhead trip lengths are contingent upon water conditions.
- (3) Deadhead trips must not stop at attraction sites, use small, lesser-used camps, and not compete with other commercial or noncommercial trips for campsites.
- (4) Trips that become deadhead trips after clients exit at Phantom Ranch must proceed downstream as quickly as possible to minimize use of camps on the lower half.

B) Charter Trips

- (1) The Concessioner may provide charter trips for groups (such as organized groups, groups of friends, family groups, commercial businesses, and non-profit organizations) who reserve all of the available spaces on the trip and no spaces are available to others. The Service considers charter trips included in the Concessioner's trip allocation.
- (2) The group chartering the trip may not charge an additional fee to participants for the activity within the Area. The group may provide a special educational focus (such as photography, geology, human history) at no extra charge.
- (3) Advertising of charter trips must state clearly that the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area. The Concessioner must provide this information to the leader or organizer of each proposed charter trip.

11) TRIP LIMITATIONS**A) Trip Definition**

- (1) As defined in the main body of the Operating Plan, the Service defines a trip as a group of people traveling and camping together, with associated boats, boating equipment, and supplies, assigned to one scheduled launch, and occupying one beach or campsite per night.
- (2) The Concessioner may split a trip for the purpose of a day loop hike; however, the trip must rejoin and camp together.
- (3) Multiple-watercraft trips may not separate for any other reason, such as the purpose of obtaining particular campsites along the river corridor.
- (4) Motor support boats must not move ahead of oar boats except for use as safety below a rapid.
- (5) *Trip Size*. The maximum number of people (clients plus crew) per trip (traveling and/or camping together at any time) is 32.

B) Allocations and Scheduling Limits

- (1) *Seasons*. Commercial trips must launch from April through October and are prohibited from November through March. Motorized trips must only launch between April 1 and September 15. The seasons within this timeframe are defined as follows:

- (a) "Summer Season" includes May 1 through August 31.
- (b) "Shoulder Season" includes the following periods:
 - Spring Shoulder Use Period – April 1 through April 30.
 - Fall Shoulder Use Period – September 1 through October 31

(2) Trips At One Time

- (a) All concessioners must adhere to the Commercial Trips At One Time (TAOT) in the Lees Ferry to Diamond Creek section of the river limits:
 - April 1 – April 15 19 TAOTs
 - April 16 – April 30 24 TAOTs
 - May 1 to Aug 31 37 TAOTs
 - Sept 1 – Sept 15 35 TAOTs
 - Sept 16 – Sept 30 17 TAOTs (* see note)
 - Oct 1 – Oct 31 8 TAOTs (* see note)
- (b) The Service will reassess TAOT limits annually to ensure the CRMP's visitor experience goals are met and the usability of the commercial launch calendar is maintained.

*Note: The Service understands it is impossible to immediately ramp down TAOTs from 35 on September 15th to 17 TAOTs on September 16th or from 17 TAOTs on September 30th to 8 TAOTs on October 1st. Therefore, Concessioners may exceed the Sept 16 to Sept 30 TAOT limit as needed to ramp down use to the 17 TAOT level by the end of the month, and the October TAOT limits may similarly be exceeded for the first half of October.

- (3) *Daily Launches*. All Concessioners' trip launches must fit within the following pattern as authorized by the Service for that specific year. While motor-supported paddle, oar, and kayak trips must launch only from April 1 through September 15 (during the motorized season), they are counted as non-motorized launches within the launch schedule.

Dates	Motorized Trips	Non-motorized Trips
April 1 -15	1 every other day, on odd-numbered days*	1 each day
April 16 – 30	1 each day	1 each day
May 1 – August 31	3 each day	1 each day
September 1 – 15	2 each day plus 1 every other day	1 each day plus 1 every fourth day
September 16-30	0	1 each day plus 1 every other day, on even numbered days*
October 1 – 31	0	1 every other day, on even numbered days*

C) Maximum Speed

- (1) From Lees Ferry to Diamond Creek, trips must average no more than 40 miles per day with clients on board, and must not travel farther than 50 miles in any one day except in emergencies or when necessitated by water releases from Glen Canyon Dam that create unforeseen travel requirements.
- (2) Vessels must not be propelled by a motor or motors having a total horsepower in excess of 55.
- (3) Maximum allowable trip lengths to Diamond Creek are as follows:

Launch Date	Motor Trip Length	Non-motorized Trip Length
Summer	10 days	16 days
Shoulder	12 days	18 days

D) Motor-powered Watercraft Launching

Motorized launches are not allowed after September 15.

E) Service Animals

Pets are not permitted in the backcountry of the Area. This does not apply to service animals (36 CFR 2.15(a)(1)). The Concessioner must ensure each service animal is equipped with and wears a suitable flotation device at all times while it is on board a watercraft. The handler must be in full control of the service animal. All service animal solid waste must be collected and disposed of properly.

12) TRAINING TRIPS

A) General

- (1) The Concessioner may conduct training trips for the purpose of training new watercraft operators or familiarizing boatmen with new types of equipment, interpretive methods, and operational requirements. The Concessioner must make training trip requests to the Chief Ranger by October 15 the year prior to when the trip will occur. A list of trip participants and their positions within the Concessioner's organization must accompany the request. The Service reviews all requests through its administrative river trip process. Training trips are not allowed from Memorial Day to Labor Day. The Service may put a cap on the number of training trips it allows annually to minimize impacts and avoid conflict with other river users. If a cap becomes necessary the Service will establish a "rotating pool" to allow all Concessioners equal opportunity to conduct training trips. Training trips must adhere to the allowable seasonal trip size limits unless otherwise determined by the Service.
- (2) The Concessioner's owner, manager, or a designated representative must accompany the training trip. The Concessioner must conduct these trips for the benefit of Concessioner personnel only, not for relatives, friends, etc. The Service will inspect training trips before departure at Lees Ferry. Such trips must meet all relevant conditions set forth in the Commercial Operating Requirements.
- (3) The Service may assign a work project to training trips, such as campsite cleanup or trail maintenance.

13) LEES FERRY LAUNCHING PROCEDURES

A) Maintenance

The launch ramp may not be used to perform maintenance projects on equipment.

B) Parking

- (1) Only river equipment vehicles may park on the launch ramp and only while unloading equipment, passengers, or performing other necessary work.
- (2) The Concessioner must turn off engines when unloading to conserve energy and protect air quality.

- (3) Upon unloading, the Concessioner must immediately remove vehicles from the launch ramp and may park them in one of the provided parking areas.
- (4) The Concessioner must park all other vehicles in the paved parking stalls or dirt lot adjacent to the launch ramp.
- (5) No overnight parking is allowed on the ramp or in any area at the launch ramp (including both the paved and dirt parking areas).
- (6) All overnight and long-term parking must be in the 14-day parking area ¼ mile south of the launch ramp.

C) Cooking

No meal preparation or table setup is allowed on the launch ramp.

D) Overnight Camping

- (1) Crew may sleep on their boats.
- (2) Crew not sleeping on the boats must move to the river runner camping area downstream of the USGS cable.
- (3) No sleeping or camping is allowed on the launch ramp, in parking areas adjacent to the launch ramp, in ramp restrooms, in the area adjacent to the dumpster, near the bulletin boards, under the shade structure or at other areas upstream of the USGS cable.

E) Rigging

- (1) *Use of Ramp.* When rigging and launching boats, the Concessioner must use the dirt launch ramp area whenever possible. If using the paved launch ramp, the Concessioner must not block access to it or park on it any longer than necessary. The Concessioner must move its vehicle or trailer off the launch ramp immediately after launching.
- (2) *Pre-rigging.* The Concessioner must move boats that are rigged 24 hours or more prior to its launch date off the ramp and moor them away from the launch ramp. The Concessioner must not moor pre-rigged boats more than four days without prior Service approval.
- (3) *After rigging.* After rigging, the Concessioner may move its motor boats upstream a short distance to lessen congestion at the ramp. If boats return to the launch ramp area to spend the night, they must be positioned either above the dock or at the beaver pond near the river camp.
- (4) *Morning Rigging.* Rigging between the hours of 8:00 a.m. and 10:30 a.m. is reserved for trips leaving that day only. Use of audio devices (radios, digital players, etc.) is prohibited on the ramp during those times, due to congestion.

F) Orientation Talks

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

14) EXCHANGES

A) Hiking Exchanges at Phantom Ranch

Clients may make hiking exchanges at Phantom Ranch (including Pipe Creek). If the Concessioner desires to make an escorted hiking exchange at a location other than Phantom Ranch, it must make a written request for the exchange to the Service before the trip is booked.

(1) Hiking Escort

- (a) For clients making an exchange hike to and/or from Phantom Ranch or other approved locations within the Area, the Concessioner must provide all clients with a hiking escort to accompany them. This requirement does not apply when a client makes other arrangements to enter or depart the canyon by other means approved by the Service.
- (b) The role of the hiking escort is to ensure that all clients reach their destination: the river for clients hiking in, and the rim for clients hiking out. The hiking escort must act as a knowledgeable companion for inexperienced or struggling clients, provide informed encouragement to the clients, help clients make good decisions about pace, hydration, and eating, and ensure clients can complete the hike with a minimum of difficulty and maximum of enjoyment.
- (c) The hiking escort must carry extra food and water as an emergency backup, as well as a first aid kit and reliable means of communication with the rim.
- (d) It is not the role of the hiking escort to carry clients' gear, basic food, and water.
- (e) The hiking escort must provide an orientation to clients about basic hiking etiquette when passing other hikers or mules, Area rules and regulations, safety procedures, resource protection information, litter, human waste, personal safety, and emergency procedures.
- (f) The Concessioner must ensure that each client has a map of the trail they will be hiking, so that each client is oriented to the distance they will be traveling and the elevation they will be gaining or losing.
- (g) *Hiking Escort Qualifications.* The exchange hiking escort must have the following minimum qualifications:
 - The hiking escort must be an employee of the Concessioner, be on the Concessioner's payroll, be covered by Workman's Compensation, and be covered by the Concessioner's liability insurance. The Concessioner may not subcontract this service.
 - The hiking escort must possess certification in Wilderness First Aid (WFR) through a program sponsored in the United States. Higher emergency medical certifications obtained in the United States above WFR also qualify (EMT, WEMT, and Emergency Medical Doctor). The Concessioner must maintain on file in its office photocopies of its hiking guides' current certifications, just as for its river guides.
 - The hiking escort must have training in basic safety, resource protection, and Area rules and regulations. Previous outdoor experience, including personal familiarity with the entire length of trails used (minimum of two trips) is required.
 - The hiking escort must have basic Area information available for clients, such as hours of operation and location of various services on the South Rim.
 - The hiking escort must be at least 18 years of age and physically fit.

- (2) *Parking.* Parking on the South Rim is limited. The hiking guide and other Concessioner vehicles must park only in approved parking areas for commercial operators.

B) Whitmore Exchanges

- (1) The Whitmore helipad is located on Tribal lands.
- (2) Exit exchanges are only allowed by Concession Contracts GRCA007, GRCA011, GRCA017, GRCA018, GRCA021, GRCA022, GRCA024, GRCA025, and GRCA026 as mandated by the CRMP.

- (3) Incoming exchanges are only allowed by Concession Contracts GRCA007, GRCA011, GRCA021, GRCA025, and GRCA026 as mandated by the CRMP.
- (4) Client exchanges using helicopters at Whitmore are allowed for trips launching from April 1 through September 15. Exchanges of commercial clients are allowed at similar levels to those that have occurred in the past.
- (5) All exchanges at the Whitmore helipad area must be completed by 11:30 a.m. local time each day; Clients terminating guided Colorado River trips and clients beginning river trips at the Whitmore helipad must depart or enter the canyon by 11:30 a.m. each day. The purposes of this regulation are 1) to limit the hours of helicopter flight time to minimize impacts to visitor experience, and 2) to minimize threats from heat-related illness for clients hiking out the Whitmore trail.
- (6) If more than three trips are taking out at Whitmore on the same day, all exchanges must be completed by noon.
- (7) The Service will manage the lower gorge in accordance with the CRMP, a portion of which may be updated during the term of this Contract.

15) DIAMOND CREEK ROAD AND LAUNCH AREA

A) Fees and Permits

The Hualapai Tribe charges a fee for each person, watercraft, and vehicle using the Diamond Creek Road. Permits are required in advance. For current information, contact the Hualapai Resort Corporation, P.O. Box 246, Peach Springs, Arizona 86434, (928) 769-2227 or (928) 769-2219.

B) Ramp Use Cooperation

The Hualapai Tribe has requested that groups not de-rig at the launch ramp between 7:00 a.m. and 10:00 a.m. Due to low water levels and increased numbers of launches, congestion has increased at Diamond Creek. Communication and cooperation among all launch ramp users is essential.

16) TAKE-OUT AND POWER BOAT SERVICES

A) Take-outs

- (1) At the termination of a river trip (other than at Diamond Creek), the Concessioner is restricted to the use of the Pearce Ferry area within Lake Mead National Recreation Area. The Concessioner may use only those portions within the Pearce Ferry area identified for the purpose of unloading or de-rigging vessels. The Concessioner must not use public launch ramps or their approaches for the purpose of de-rigging vessels and/or parking vehicles. River parties may not camp at either Pearce Ferry takeout or South Cove.
- (2) Attempting to run Pearce Ferry rapid is illegal.

B) Power Boat Services

- (1) Pursuant to the Contract, the Concessioner may transport clients via power boat services for take-out from Separation Canyon to Pearce Ferry. The Concessioner may use only those power boat client transfer services authorized by Grand Canyon National Park and Lake Mead National Recreational Area. Power boats picking up clients may make no more than four upruns per day during peak season and one per day during non-peak season.
- (2) Power Boat watercraft operators must have valid U.S. Coast Guard licenses. Power boats must meet the requirements of and be inspected by the U.S. Coast Guard. Power boat services must follow all other state and federal regulations pertaining to watercraft equipment and operations.

17) AQUATIC INVASIVE SPECIES (AIS) MANAGEMENT

A) Procedures

The Concessioner must follow the following procedures to prevent the introduction or spread of aquatic invasive species such as quagga mussels to Park waters or other waters.

- (1) Local Area is defined as the waters of the Colorado River of Grand Canyon National Park from the access point at Lees Ferry to any of the downstream access points between or at Pearce Ferry.
- (2) First launch at Lees Ferry. The Concessioner must ensure that all equipment used under this permit is clean, drained and dry in accordance with applicable state law, prior to first launch in Grand Canyon National Park and before returning to Grand Canyon after use in other water bodies. Such equipment includes vessels, trailers, tow vehicles, tools, boating equipment (e.g. anchors) and other items associated with the permitted activity that come in contact with waterbodies.
- (3) Re-launching at Lees Ferry. The Concessioner must ensure that vessels and equipment launched at Lees Ferry and retrieved at either Diamond Creek or Pearce Ferry are drained to the extent possible for transport with the local area. The Concessioner must remove visible aquatic invasive species from vessels and equipment prior to re-launching at Lees Ferry; however, they do not have to be dried if they will only be re-launched at Lees Ferry.
- (4) Launching in other waterbodies. Prior to re-launching anywhere other than Lees Ferry, the Concessioner must ensure that all equipment used in providing services under this Contract is clean, drained and dry in accordance with applicable state law.
- (5) The Concessioner must comply with applicable state aquatic invasive species laws. Information on Arizona laws is available on the [State of Arizona website](#). Current requirements to comply with Arizona state AIS laws specific to quagga mussels include, but are not limited to:
 - (a) Determine if Dreissenid (e.g. quagga) mussels are present on any equipment. If mussels are found, equipment must be decontaminated as soon as possible, and prior to launch in other waterbodies.
 - (b) Ensure any equipment that has been used in infested waters (e.g. Colorado River below Glen Canyon Dam) within 30 days is decontaminated prior to launch or transport. Guidelines for decontamination are the Uniform and Minimum Protocols and Standards for Watercraft Inspection Programs for Dreissenid mussels, available on the Aquatic Invasive Species Network website. Specific temperatures and exposure times are outlined in this document.
- (6) Decontamination protocols include:
 - (a) Remove all dirt, organic material or grit from the watercraft and equipment.
 - (b) Unroll rafts to clean them if they were rolled without washing at the takeout.
 - (c) Clean areas between the metal frame and raft where water or mud may have collected.
 - (d) Clean areas between seat cushions and metal frames.
 - (e) Clean any cavities.
 - (f) Clean the entire surface of the raft including the bottom.
 - (g) Clean any other areas where mud residue or water may collect.
 - (h) Use 140°F pressurized water to clean all equipment.
 - (i) Drain and flush any bilge areas, engine cooling systems or live wells.
 - (j) This list is not exhaustive. Consider the following when cleaning "has this equipment gotten wet in the Colorado River at any point during the trip?"

- (7) The Concessioner must submit any proposed alternatives to the procedures described above for review and approval by Grand Canyon National Park.

18) ACTIVITY ON ADJACENT LANDS

A) General

- (1) Navajo Nation lands begin one-quarter mile east of the historic high water line on the left bank of the river at Lees Ferry (River Mile 0) and extend to the confluence of the Little Colorado River in Grand Canyon National Park. Use of these lands is by permit only, obtained through the Navajo Nation, Navajo Nation Parks and Recreation Department, Cameron Tribal Office, P.O. Box 459, Cameron, Arizona 86020. Concessioners are responsible for paying the appropriate fees to the Navajo Nation. For more information, see the [Navajo Nation Website](#).
- (2) Hualapai Tribal lands begin on the left (south) side of the canyon above the historic high water line at River Mile 165 and extend to River Mile 273. Any use of those lands must be approved in advance in writing by the Hualapai Tribe, who may be contacted at P.O. Box 246, Peach Springs, Arizona 86434. Concessioners are responsible for paying the appropriate fees to the Hualapai Indian Tribe.
- (3) For reservations at Havasu Campground, contact the Havasupai Indian Tribe at (928) 448-2121 or see the [Havasupai tribe website](#). A fee is charged for each person entering or crossing the Havasupai Indian Reservation, payable at the time of entry (above Beaver Falls). An additional charge is made for each night of camping within the reservation. Concessioners are responsible for paying the appropriate fees to the Havasupai Indian Tribe.

19) SUPPLEMENT A: ORIENTATION TALKS

Prior to launch, the Concessioner must conduct an orientation talk covering on-water safety, personal flotation devices (PFDs), and rescue. Other orientation issues (toilet use, hiking, resource protection, etc.) may take place after launching but prior to the first night's camp. The Service will periodically verify this information through its operational evaluation program or spot checks by Service staff. The Concessioner must cover at least the following:

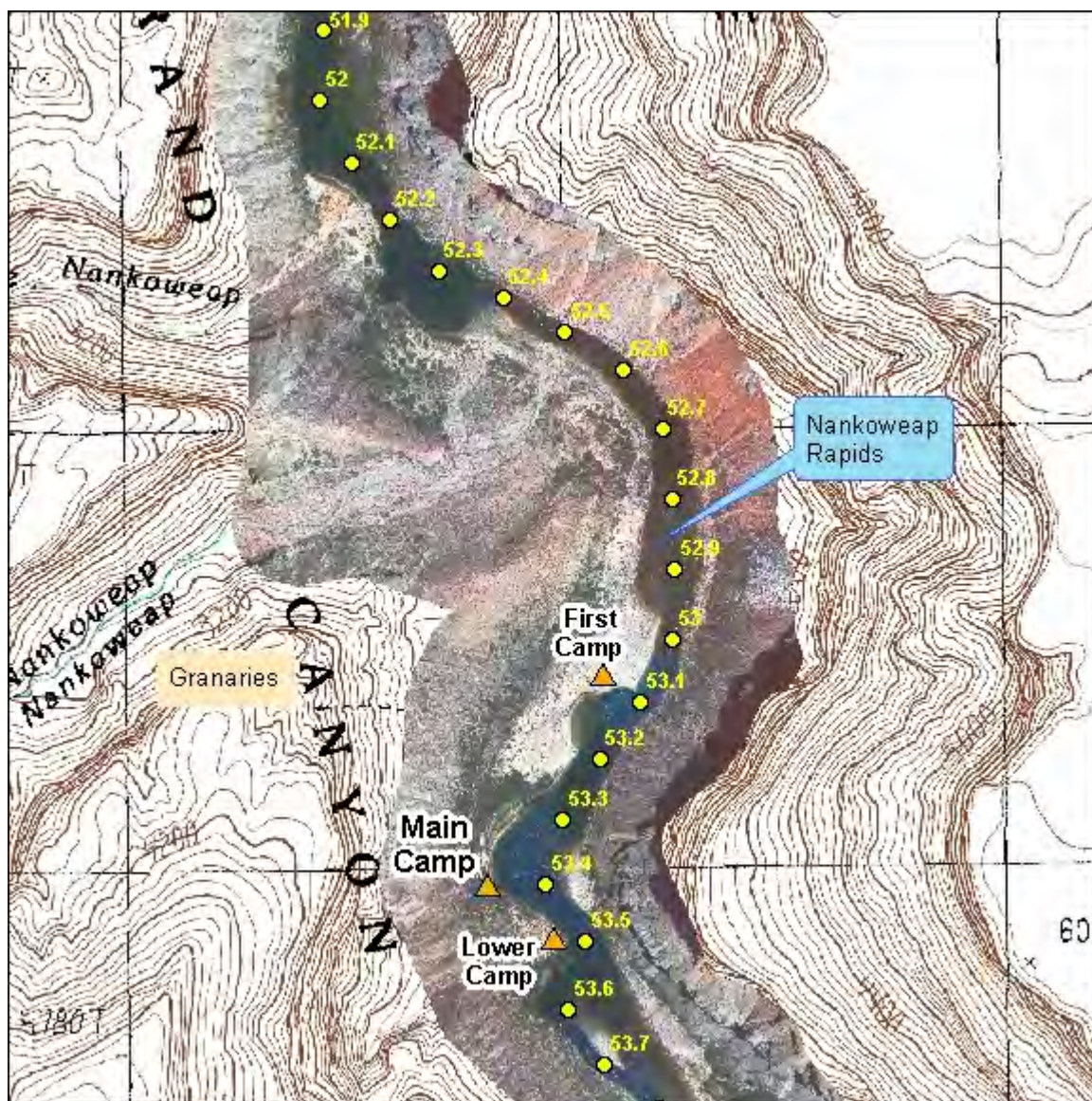
A) Topics

- (1) Protecting Area Resources. The Concessioner must inform clients that they will be traveling throughout their trip in Grand Canyon National Park, they must not disturb any natural, historical, and archeological components, and they must not feed any wildlife.
- (2) Protecting Cultural Resources. The Concessioner must inform clients that any disturbance of cultural resources is prohibited by law.
- (3) Drinking Water. The Concessioner must show clients where to obtain purified drinking water (potable water) and explain to clients that they must consume only potable water. They must explain that potable water is water that is 1) hauled from a public water system, 2) boiled, or 3) filtered and disinfected. Guides must explain to clients that they must not drink water directly from the river. Additionally the Concessioner must emphasize the importance of drinking volumes of water while on the river to stay hydrated.
- (4) PFDs. The Concessioner must inform clients that they must wear PFDs all times while on the river and kept properly fastened and adjusted to fit. The Concessioner must give a demonstration of how to fasten and adjust the PFD and what to do if a client or guide ends up in the river.
- (5) Human Waste Disposal. The Concessioner must explain clearly how all clients are to urinate and dispose of solid human waste during the trip.
 - (a) Solid Waste. The Concessioner must describe its system for containerizing solid human waste, and why all trip members must use it. The Concessioner must also explain its system for providing a washable, reusable toilet or appropriate disposable single-use toilet system (such as Restop or Wag Bag) during the day. The Concessioner must also inform clients of the proper means of disposing of human waste while not in camp.
 - (b) Urination. When in the main corridor of the Colorado River, urinate directly into the river, at least 100 feet away from its confluence with any side stream.
 - (c) Side Hikes. The Concessioner must encourage clients to urinate in the river or use toilet facilities prior to embarking on an off-river hike. At off-river locations, i.e., in side canyons, urinate "high and far," 100 feet from trails, campsites, and water sources, to avoid the accumulation of urine. All solid human waste must be carried out. The Concessioner must provide a means for its hikers to carry out all human solid waste and toilet paper during off-river hikes.
- (6) Bathing. The Concessioner must describe appropriate procedures for bathing. All trip participants must use soap in the main stream of the Colorado River only. Solar showers may be used only in the water or on wet sand along the main stream of the Colorado River. Soap must not be used in side streams or within 300 feet of the confluence of any side stream and the main river.
- (7) Hiking. The Concessioner must advise clients to stay on trails at scenic stops, caution them about trail surfaces and footwear, and advise them that a guide is required to lead the way to these areas. The Concessioner must advise clients about how to minimize impacts to vegetation and soils when at off-river locations.

- (8)** Fires. If fires are to be used during winter trips, the Concessioner must inform clients that driftwood fires are only allowed from November 1 through February 28, and that cutting or gathering of wood from standing or fallen trees, dead or alive, is prohibited.

20) SUPPLEMENT B: NANKOWEAP SPECIAL USE AREA

Because of impacts of multiple trailing, campsite competition, and congestion in the Nankoweap area, the following special camping regulations are in effect for this reach. Camping for river runners in the Nankoweap Delta area, Mile 52.5 to Mile 53.5, right bank, is restricted to the three river camps identified on the map as First Camp (Upper Nankoweap) Main Camp (Main Nankoweap), and Lower Camp (Lower Nankoweap). The First Camp is located in a large cove behind a gravel bar, approximately ½ mile downstream from the confluence with Nankoweap Creek. The camp is visible on the right from the tail waves of Nankoweap Rapid. The Main Camp is also visible several hundred yards downstream. The Lower Camp is a small, boulder-covered sand bar forming a point of land 300 feet downstream and around a corner from Main Camp. Each camp has a capacity of 1 trip only. To avoid multiple trailing, trips wishing to hike must disembark at any one of the three camp locations or at the mouth of Nankoweap Creek (Hiker's Camp) only. Groups camping early or on layovers should expect other groups to pull in for hikes.



21) SUPPLEMENT C: HELICOPTER EVACUATIONS**A) Justification**

- (1) Helicopter evacuations are available only for medical emergencies.

B) Request Procedures

- (1) Only the National Park Service makes arrangements for helicopter evacuations.
- (2) Direct Communications. Crew must make requests for evacuation by directly contacting the National Park Service (river patrols, Lees Ferry, Phantom Ranch) or through emergency communications (satellite telephone, ground-to-air radio, or mirror flashes). The callers must contact Park Dispatch at (928) 638-7911 prior to contacting the Concessioner's headquarters. Ask the Dispatcher to be connected to SAR shift.
- (3) Aircraft Relay. If contacting aircraft by radio, crew must provide accurate and concise information, since the message may be relayed several times before it reaches the Grand Canyon Dispatch. Provide information in the following order, using the emphasized phrases:
 - (d) Give your location. State that you are a river trip requesting helicopter evacuation at RIVER MILE ### in the Grand Canyon National Park.
 - (e) Specify a CRITICAL or STABLE patient. This allows EMS personnel to determine priorities in the event of simultaneous requests for medical responses or bad weather.
 - (f) State whether the problem is a TRAUMA or a MEDICAL.
 - (g) State whether it is a COMMERCIAL river trip, a PRIVATE river trip, or a HIKER who is in need of assistance.
- (4) Mirror flash use. Satellite telephones are the most reliable method of obtaining assistance. However, a mirror flash is often the most reliable method of contacting aircraft, so be sure you understand how to use the mirror as a signaling device. Remember that the mirror flash presents problems in that no patient assessment information is relayed and your location is not certain to be reported correctly.

C) Landing Zone Selection and Preparation

- (1) Select a level area approximately 15 feet by 15 feet. Be sure it is clear of obstacles such as trees and large rocks for a diameter of 75 feet. Such areas are virtually non-existent in some stretches of river (i.e., below Crystal to Bass, Olo to Havasu, etc.). Unless such travel poses serious problems for the patient, transport by watercraft to a safe landing zone generally provides a faster and safer evacuation. However, discuss all options with Park Emergency personnel to ensure clear communication, planning and best patient care.
- (2) Set up an X with the orange signal panels on or near your proposed landing zone. This will assist the pilot in distinguishing your party from others in the vicinity. It is critical to remove the panels once the pilot locates your position in the event the pilot elects that site for landing.
- (3) Prepare your group and camp for the evacuation. It is extremely important that everyone gather together at least 100 feet away from the landing zone and in full view of the pilot. Ensure no loose items are in the landing zone, since the down-wash will lift and toss articles, possibly into the rotor or into your group. Secure loose equipment in the camp (sleeping bags, ground cloths, tables, personal flotation devices, tents, etc.) in the event the pilot must pass over the area.
- (4) Wet down as much of the landing area as possible just prior to the helicopter's arrival. This helps the pilot's visibility, decreases the amount of sand blown into eyes, boats, and food, and reduces damage to the helicopter's surface and engine.

- (5) The pilot's awareness of wind direction is critical for safe landings. The helicopter must fly directly into the wind when landing and taking off. Do not locate your group in the flight path. You can assist the pilot by indicating wind direction. The most reliable method is to stand with your back into wind and extend both arms forward pointing in the direction the wind is blowing.
- (6) **Never approach the helicopter unless directed to do so by the pilot or crew.** Never approach from the rear of the helicopter. Keep your group together and in one location. When directed to do so, approach the helicopter in full view of the pilot. Walk in a crouched position to avoid being struck in the head by the helicopter rotor blades.

D) Radio Frequencies for Aircraft (listed in priority order)

- (1) Grand Canyon Sectors (daytime)

Direction	Frequency	Sector
East	120.050 MHz	Lees Ferry to Havasu/Kanab Creek Area
Central	127.050 MHz	Havasut/Kanab Creek Area to Diamond Creek
West	121.950 MHz	Diamond Creek to Pearce Ferry

- (2) Commercial Air Traffic

Center	Frequency	Time of Day
Los Angeles Center	135.250 MHz	Day or Night
	124.200 MHz	Day or Night
	124.850 MHz	Day or Night
Denver Center	127.550 MHz	Day or Night
	128.125 MHz	Day or Night
	132.875 MHz	Day or Night
Albuquerque Center	128.450 MHz	Day or Night
	135.325 MHz	Day or Night
	124.500 MHz	Day or Night

- (3) Emergency

Type	Frequency	Time of Day
Emergency	121.50 MHz	Day or Night

22) SUPPLEMENT D: SUGGESTED FIRST AID ITEMS

Items must be neatly stored in an easily located and identifiable waterproof container. All items must be in good serviceable condition, including being within date (not expired). A first aid kit inventory list must be taped to the inside lid of the container with a Red Cross First Aid Manual or equivalent. The following items are highly recommended for inclusion in the first aid kit.

Injury Stabilization

Item	Size	Purpose
Antibacterial soap (Phisoderm, tincture of zephesis, Hibiclens)	8 to 12 ounces	Antiseptic for wounds
Moleskin	1 package	For blisters
Betadine	1 bottle	For cleaning wounds
Band-Aids	36 (1-inch)	For lacerations
Anti-bacterial ointment (Bacitracin, etc.)	2 tubes	For lacerations and wounds
Butterfly Band-Aids (or know how to make)	18 (various sizes)	For closing lacerations
Carlisle (trauma dressing) or substitute (such as Kotex)	3 (4-inch)	For large bleeding wounds
Elastic bandage	2 (3-inch)	For sprains and securing rigid splints
Steri-pad gauze pads	18 (4" x 4")	For large wounds
Steri-pad gauze pads	18 (2" x 2")	For small wounds
Waterproof adhesive tape	2 (2-inch rolls)	For sprains, securing dressings, etc.
Triangular bandage or muslin pieces	4 (40-inch)	For securing rigid splints, slinging and securing extreme-ties, and protecting dressings from contamination
Roller gauze	5 rolls (2 inch by 15 feet)	For securing gauze pads, securing splints, and improvising slings
Rigid splint, arm board / Sam Splint	1	For in-line fracture, pressure bandage
Thermometers: 1 oral, 1 rectal (a hypothermia thermometer is recommended)	2	Diagnosing fever or other exposure illnesses such as heatstroke, hypothermia, etc.
Stethoscope	1	Diagnostic tool for EMTs and medical personnel
Blood pressure cuff	1	Diagnostic tool for EMTs and medical personnel
Signal mirror	1	Signaling aircraft in case of emergency

Item	Size	Purpose
Scissors (EMT type)	1 (medium size)	Cutting tape, dressings, clothes
Razor blade, single	2	For removing hair before taping
Tweezers	1	To remove wood splinters, etc.
Safety pins	10 (various sizes)	Mending and triangular bandage
Q-Tips (cotton swabs)	1 package	Cleaning lacerations, eyes, etc.
Pencil, note pad, and River Incident report	1 each	Documenting injuries and items used in treatment

Relief of Discomfort

Item	Size	Purpose
Pain reliever (aspirin or substitute)	36 tablets (5 grain)	1-2 every 4 hours for headaches, minor pain, and fever
Ibuprofen (Advil or generic)	200 mg tablets	Muscle strains, minor pain, or menstrual cramps
Antacid	18 tablets	For indigestion or heartburn
Antihistamine	18 tablets	1 every 4 hours for insect bites, colds, hives, or rashes
"Hydralyte/Vitalyte" or similar electrolyte replacement drink	1 tub minimum	Relieve or prevent muscle cramps and symptoms of heat exhaustion
Antifungal ointment	1 tube	Foot fungus
Oil of clove	1 small bottle	Relief of toothache
Calamine lotion or Cortisone cream	1 small bottle	Relief of itching from poison ivy, life preserver rash, or allergies
Solarcaine	1 small bottle	Relief of sunburn pain
Zinc oxide/PABA or other sun block	1 small bottle	Prevent sunburn
Benadryl syrup	1 small bottle	Minor allergic reactions
Mineral oil or other mild laxative	1 small bottle	Constipation
Kaopectate	1 small bottle	Diarrhea
Ophthalmic wash and/or eye drops	1 small bottle	Eye wash/irritation
Ear drops	1 small bottle	Clogged/Infected ears
Water purification tablets	1 small bottle	Purify water on side-canyon hikes
Eye pad	2	Injured eye
Tincture of Benzoin	2 small bottles	To hold tape in place and protect skin
Insect repellent	Large can or bottle	Flies, ants, mosquitoes
Glucose tablets or oral glucose tube	1 tube	Diabetic event

A Note About Hypothermia (Exposure):

Should someone fall into the river, it is extremely important to get them out of the water as quickly as possible. After five minutes of floating in 50-degree water, muscular strength and coordination rapidly diminish. Generally after 10 to 15 minutes, a person is totally unable to help himself.

23) SUPPLEMENT E: MEADVIEW SCAT MACHINE

A human waste disposal facility (SCAT Machine) is available at Meadview, Arizona. This facility is located at the intersection of Pearce Ferry Road and Hualapai Creek Road. This facility includes machinery for disposing of waste and sanitizing containers. Human waste disposal at other than the Meadview site must occur at an acceptable facility such as a RV dump station, sewage treatment plant, or a service offering cleaning of septic tanks and systems. However, disposal may not occur at the Lees Ferry RV dump station.

A) Toilet Systems

- (1) Toilet systems must provide for secure containment and adequate volume storage. Waste must be deposited directly into the washable reusable container; no disposable liners of any sort are permitted. The container must be of value so the container of waste must not be improperly discarded; therefore, the use of plastic buckets, paint pails, etc., is prohibited.

B) SCAT Machine Information

- (1) The SCAT Machine is a self-service system that provides for the dumping and sanitizing of toilet boxes, as well as RV holding tanks. This machine empties waste from the toilet system and rinses the interior and exterior surfaces of the container.
- (2) The SCAT Machine accommodates a 20-mm ammo can and other containers that are at least 12 inches high with a central opening of 8½ inches that have been used for feces, urine, and toilet paper only. Other non-flushable materials, such as fire pan ash, hygiene products, adult diapers, trash, and garbage, must be transported and disposed at other disposal sites.
- (3) Use two cam straps to strap the container to the door of the machine.
- (4) The SCAT Machine utilizes a sequential series of valve openings and closings. In order for the machine to function to its full potential, carefully read and follow the instructions provided on the SCAT Machine control panel each time you use it. Please do not assume that you know how this machine works.
- (5) If the SCAT Machine malfunctions or is out of service, contact the Lake Mead National Recreation Area Dispatch Office at (702) 293-8998.

24) SUPPLEMENT F: NOTES FROM APPLICABLE PORTIONS OF SUPERINTENDENT'S COMPENDIUM AND CODE OF FEDERAL REGULATIONS

NOTE: The citations to different sections of Title 36 of the Code of Federal Regulations listed in this Supplement G are not intended to imply that the information set forth directly under such citation and related heading is a direct quote from such regulation; rather, the citation indicates the legal authority for such information.

A) 36 C.F.R. § 1.5 Superintendent's Compendium.

The Superintendent may impose public use limits, close all or a portion of a park area to public uses, or impose conditions or restrictions on a use or activity.

- (1) Closed to public entry at all times, or prohibited
 - (a) Anasazi Bridge (river mile 43)
 - (b) Hopi Salt Mines (river mile 62)
 - (c) Furnace Flats (river mile 71)
 - (d) Hance Mines (river mile 78)
 - (e) Bass Mine [including the tailings and waste rock areas] (river mile 111)
 - (f) Bat Cave (river mile 266)
 - (g) Rampart Cave (river mile 274.5)
 - (h) Possession and use of Personal Watercraft (PWC)
 - (i) Water-skiing
 - (j) Use of unmanned aircraft (drones)
- (2) Restricted to day use only
 - (a) Redwall Cavern (river mile 33)
 - (b) Little Colorado River (LCR) confluence (river left - mile 60 to 65). In addition, boats may not enter or park in the LCR. The southern half of the LCR, from the confluence with the Colorado River to the park boundary (approximately two miles upstream) is closed to swimming and wading from March 1st to November 30th. Swimming and wading in the northern half of the LCR is allowed year round.
 - (c) Black Bridge to Pipe Creek (river mile 87 to 89)
 - (d) Matkatamiba Canyon below the Redwall formation
 - (e) Shinumo Creek (river mile 109)
 - (f) Elves Chasm (river mile 116.5)
 - (g) Tapeats Creek drainage (river mile 133.5), including 1/8 mile upstream or downstream of the confluence. Restriction does not apply to backpackers.
 - (h) Deer Creek confluence [1/2 mile upstream or downstream on the north side of the river] (river mile 136)
 - (i) Kanab Creek drainage (river mile 143.5), including the area ¼ mile upstream and downstream.
 - (j) Columbine Falls [within 600 feet of the bay] (river mile 274.3)
- (3) Permit required for all access or use

- (a) All limestone caves in the Redwall formation
- (b) All river trips on the Colorado River
- (c) The scattering of human ashes / remains
- (4) Conditions for public use
 - (a) Fires are permitted along the Colorado River only when fully contained within an elevated fire pan with a minimum depth of 3".
 - (b) All ash remains of charcoal, wood, or other fire residue must be carried out of the river corridor.
 - (c) All river users must carry a washable reusable toilet system and remove human waste from the river corridor.
 - (d) All camping along the river corridor must be conducted within 300 feet of the water line.
 - (e) All users, hikers and rafters, within 300 feet of the Colorado River, without access to sanitary facilities, must urinate directly into the river.
 - (f) No vessel may travel primarily upstream above Separation Canyon.
 - (g) All camps in the entire corridor between Hance and Phantom Ranch are restricted to trips with client exchanges at Phantom Ranch the next morning.
 - (h) Camping at Cremation Camp is limited to those groups with clients hiking out from Phantom (or Pipe Creek) early in the morning.
 - (i) Layovers are prohibited at Cremation Camp. Cremation Camp has a capacity of two groups.
 - (j) Climbing and/or rappelling in the Deer Creek drainage narrows (river mile 136.9) with or without the use of ropes or other technical equipment, is prohibited. This restriction extends within the creek beginning at the southeast end of the rock ledges known as the "Patio" to the base of Deer Creek Falls.

B) 36 C.F.R. § 2.1 Natural, cultural and archeological resources

- (1) Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state is prohibited:
 - (a) Living or dead wildlife or fish
 - (b) Plants or the parts thereof
 - (c) Nonfossilized and fossilized paleontological specimens
 - (d) Cultural or archeological resources
 - (e) Mineral resources
 - (f) Caves, including tossing rocks or items into caves
- (2) In addition, the following activities are prohibited:
 - (a) Walking on, climbing, entering, ascending, descending, or traversing an archaeological resource
 - (b) Possessing, destroying, injuring, defacing, removing, digging, or disturbing an archeological resource
- (3) Applicable Laws Protecting Cultural Resources
 - (a) The National Park Service Organic Act 16 U.S.C. 1 (now 54 USC 100101, et. seq)
 - (b) The National Historic Preservation Act and related regulations (36 CFR 800)
 - (c) The Archeological Resources Protection Act and related regulations (43 CFR 7)

(d) Executive Order 13007

(e) The Native American Graves Protection and Repatriation Act and related regulations (43 CFR 10)

C) 36 C.F.R. § 2.3 Fishing

In accordance with applicable state laws

D) 36 C.F.R. § 2.4 Weapons

Except as may be permitted by Applicable Law, the following are prohibited possession of a weapon, trap, or net (weapon is defined as bow & arrow, blowgun, spear, explosive device, or any other implement designed to discharge missiles).

E) 36 C.F.R. § 2.14 Refuse. The following is prohibited:

- (1) Disposal in any method / area other than those designated
- (2) Depositing human waste within 100 feet of a side stream or within sight of a trail

F) 36 C.F.R. § 2.22 Property. The following is prohibited:

- (1) Leaving property unattended for longer than 24 hours
- (2) Failing to turn in found property

G) 36 C.F.R. § 2.38 Explosives. The following is prohibited

Possession or use of fireworks

H) 36 C.F. R. § 3.2 Applicable laws

- (1) Title 14 United States Code. Coast Guard
- (2) Title 33 United States Code. Navigation and Navigable Waters.
- (3) Title 46 United States Code Shipping
- (4) Title 33 Subchapter 1 of the Code of Federal Regulations – Navigation
- (5) Title 46 Subchapter I and III of the Code of Federal Regulations – Shipping
- (6) Title 49 Subchapter IV of the Code of Federal Regulations – Transportation

I) 36 C.F.R. § 3.4 Inspections Authorized persons may at any time stop or board a vessel

J) 36 C.F.R. § 3.5 Boating Accidents

Report within 24 hours

K) 36 C.F.R. § 3.8 Operating. The following is prohibited:

- (1) Operating a vessel, or knowingly allow another to operate, in a reckless or negligent manner, or in a manner likely to endanger a person.
- (2) Allowing a person to ride on the gunwales, transom, or decking over the bow of a vessel propelled by machinery.

L) 36 C.F.R. § 3.21 Swimming. The following is prohibited

“Swimming” from motorized vessels that are underway

M) C.F.R. § 7.4 Grand Canyon Special Regulations

- (1) PFDs must be worn by every person while on the river (above Separation Rapid) or while lining or portaging near rough water, or as otherwise required by state law.
- (2) One extra PFD is required for each 10 persons (excluding canoes, kayaks, and sport-yaks).
- (3) No person shall conduct, lead, or guide a river trip without a permit.
- (4) A trip is commercial if any fee, charge or other compensation is collected for conducting, leading, guiding, or outfitting a river trip. A river trip is not commercial if there is a "bona fide" sharing of actual expenses.
- (5) All human waste will be taken out of the Canyon and deposited in established receptacles or disposed of through approved means.
- (6) No dogs, cats, or other pets (Note: assistance dogs for physically challenged individuals may be allowed with approval by the Chief Rangers Office).
- (7) Swimming and bathing are permitted except in locations immediately above rapids, eddies, and riffles or near rough water.
- (8) No camping at:
 - (a) Redwall Cavern
 - (b) Elves Chasm
 - (c) Havasu Creek
 - (d) Between the mouth of the Paria and Navajo Bridge

N) 33 CFR Navigation Chapter I Subchapter F

- (1) Operator / crew intoxication (part 95)
 - (a) .04 BAC defined as intoxicated for commercial crew members (§ 95.020)
 - (b) May not perform duties within 4 four hours of consuming alcohol (§ 95.045)
- (2) Personal flotation devices
 - (a) Standards for serviceable and proper sizing (§§ 175.21 / 175.23)
 - (b) Type IV throwable device required for vessels more than 16' long (§ 175.15)
 - (c) Registration required and properly displayed (§ 173.1- 17.35)

O) 46 CFR Shipping Chapter I Subchapter C

- (1) Fire extinguishers required (Subpart 25.30)
 - (a) Vessels 16' to less than 26' require one B-I (Also known as Type B, Size I)
 - (b) Vessels 26' to less than 40' require two B-I (Type B, Size I) OR one B-II (Type B, Size II)
- (2) Personal flotation devices required (Subpart 25.25)
- (3) Serious marine accidents (§ 4.03-2)
 - (c) The term "serious marine accidents" includes the following: death, injuries requiring more than first-aid, injuries rendering a crew member unfit to perform routine vessel duties, actual or constructive total loss of vessel, discharge of reportable quantities of hazardous materials (Grand

Canyon considers a serious marine incident as death, disappearance from circumstances the indicate death or injury, or injury requiring medical treatment beyond first aid).

- (d) Employer required, and responsible, to take all practical steps to ensure chemical testing for alcohol and drug use following accident. (§ 4.06-1)

P) DOT Rule 49 CFR Part 40

- (1) § 40.85 – Drug testing analysis procedures. Tests will be for:
- (a) Marijuana metabolites
 - (b) Cocaine metabolites
 - (c) Opiate metabolites
 - (d) Phencyclidine
 - (e) Amphetamines

Q) USCG Inland Rules

- (1) Lighting for motor vessels between 12 and 20 meters (Rule 23)
- (2) Lighting for motor vessels less than 12 meters (Rule 23)
- (3) Lighting for oars powered vessels (Rule 23)
- (4) Sound producing device required (Rule 33)

R) Summary of Camping and Visitation Restrictions

- (1) Restricted Areas

Areas along the Colorado River with special regulations or closures include:

Approximate River Mile (RM)	Description of Place	Restriction
RM 0.8 – RM 4.5, both sides	Colorado/Paria River confluence to Navajo Bridge.	No River Trip camping.
RM 33.3, river left	Redwall Cavern.	No River Trip camping and no fires.
RM 43.3, river right	Anasazi Bridge.	Closed to all visitations.
RM 52.5 – RM 53.5, river right	Nankoweap.	Special camping regulations,

Approximate River Mile (RM)	Description of Place	Restriction
RM 60.9 to RM 65.5, river left	Little Colorado River (LCR) confluence and surrounding area including the island at the confluence.	<p>No camping.</p> <p>Boats may not enter or park in the LCR. Boats are restricted to the Colorado River mainstream channel, independent of the mixing line between the two bodies of water.</p> <p>To protect native fish habitat, spawning, and endangered young, the southern half of LCR (mid-stream to south shore) is closed to river runner swimming and wading from March 1st to November 30th. Crossing is allowed approximately 0.2 miles upstream of the confluence at the established crossing (marked by cairns).</p>
RM 63.5 – RM 65, river left	Hopi Salt Mines.	No visitation.
RM 71 – RM 72, river right	Furnace Flats.	No visitation.
RM 77.5-78.6, river right	Hance Mine.	Due to asbestos hazard, no visitation along trail from RM 77 (north bank) to and including Hance Mine.











Approximate River Mile (RM)	Description of Place	Restriction
RM 77 – RM 89.8, both sides	All camps in the entire corridor between Hance through 0.25 miles below Pipe Creek (Garden Creek)	<p>Phantom Exchange Camps</p> <p>Between March 1 and October 31 the following river camps in the Colorado River corridor between River Mile 77.5 (below Hance Rapid) and River Mile 89.8 (below Pipe Creek Rapid) are designated as Phantom Exchange Camps:</p> <ul style="list-style-type: none"> • Grapevine Camp, river left at approximately River Mile 81.7. • Zoroaster Camp, river left at approximately River Mile 85. • Upper Cremation Camp, river left at approximately River Mile 87. 6. • Lower Cremation Camp, river left at approximately River Mile 87. 7. • Across from Pipe Creek Camp, river right at approximately River Mile 89.2. <p>During this time period these Phantom Exchange Camps can be used only by river trips with client exchanges hiking out of Phantom Ranch or Pipe Creek early the next morning.</p> <p>Layovers (camping more than one night) at any camp in this reach (between RM 77.5 to 89.8) are strictly prohibited.</p> <p>No Camping Near Phantom Ranch</p> <p>With the exception of the camp across from Pipe Creek (River Mile 89.2), no camping is allowed in the area below Lower Cremation Camp (River Mile 87.7) and River Mile 89.8 (.25 miles below Pipe Creek (Garden Creek)) except in the case of emergencies. Emergency camping (including Roy's Beach) must be approved by the Phantom Ranger. Wood fires are never allowed.</p> <p>Clients who wish to camp before joining or after leaving trips at Phantom Ranch must have an overnight backcountry permit from the Backcountry Information Center for the appropriate campground.</p>
RM 109.2, both sides	Shinumo Creek.	No camping within 300 feet of the confluence of Shinumo Creek and the Colorado River.
RM 111.4, river right	Bass Mine, Hakatai Canyon.	Due to asbestos hazard, visitation is not permitted in the area immediately surrounding the mine, talus slope, and camp.

Approximate River Mile (RM)	Description of Place	Restriction
RM 117.2, both sides	Elves Chasm	<p>No camping within 0.25 miles of the confluence of Royal Arch Creek with the river or within the chasm.</p> <p>Upper Elves Chasm, in the Elves Chasm drainage from ¼ mile up-creek from the Colorado River to ½ mile up-creek from the Colorado River has the following special restrictions placed on it due to endangered Kanab Ambersnail: Visitors to the area may not trample or disturb monkeyflower and maidenhair fern vegetation – these plants are habitat for endangered Kanab ambersnails.</p>
RM 134.3, river right	Tapeats Creek	Day Use Only; No River Trip Camping on river right from 1/8 mile upstream to 1/8 mile downstream of the Tapeats Creek confluence with the Colorado River.
RM 136.6 – RM 137.4, river right	Deer Creek Falls.	<p>No camping on the north (right) side of the Colorado River from 0.25 miles upstream to 0.5 miles downstream of the Deer Creek confluence with the Colorado River.</p> <p>Climbing and/or rappelling (ascending or descending) in the creek narrows, with or without the use of ropes or other technical equipment, is prohibited. This restriction extends within the creek beginning at the southeast end of the rock ledges, known as the Patio, to the base of Deer Creek Falls.</p>
RM 144, river right	Kanab Creek	Day Use Only; No River Trip camping from ¼ mile upstream to ¼ mile downstream of Kanab Creek's confluence with the Colorado River.
RM 148.4, river left	Matkatimiba.	This is a Day Use Only area. No camping in the canyon.
M 157.2 – RM 157.8, river left	Havasü Creek.	<p>Camping is not allowed from 300 feet upriver of Havasu Creek to 0.5 miles downriver of Havasu Creek.</p> <p>The Park Service boundary with Havasupai Tribal Land is at the Havasu Creek / Beaver Creek confluence. People planning on hiking upstream (south) of this point are expected to pay access fees to the Havasupai Tribe. One can pay these fees in advance or make reservations within Havasu Campground by calling the Havasupai Indian Tribe at (928) 448-2121 or (928) 448-2141.</p>

Approximate River Mile (RM)	Description of Place	Restriction
RM 165 – RM 274, river left	The south side of the canyon above the historical high water line is Hualapai Tribal Land.	Any use of Hualapai Tribal land for camping or hiking must be approved by the Hualapai Tribe in Peach Springs, Arizona. Call (800) 622-4409.
RM 185-187.5	Above Whitmore Wash	Between May 1 and September 30, camping is restricted to river trips with client exchanges at Whitmore Wash.
RM 266.8	Bat Cave.	Entry into the cave is prohibited.
RM 274.9	Columbine Falls.	Camping within 900 feet of the falls is prohibited.
RM 275.2	Rampart Cave.	Entry into the cave is prohibited.
Other Areas	Restrictions also include all other areas listed on the bulletin board at Lees Ferry.	

25) SUPPLEMENT G: NAVIGATION MARKERS

The following symbols aid navigation in both Grand Canyon National Park and Lake Mead National Recreational Area. During times of low water, it is critical that all users understand and have knowledge of these markers and symbols. The symbols are found on white “can” buoys. Channel markers are red or green “can” buoys to delineate the main channel, just as “daymarks” do on land surfaces.

<p>BOATS KEEP OUT</p> <p>Orange-bordered diamond symbol with cross on white background.</p> <p>Explanations may be placed outside the crossed diamond shape such as Dam, Rapids, Swim Area.</p>		<p>DANGER</p> <p>Orange-bordered diamond symbol on white background.</p> <p>The nature of danger may be indicated by words inside the diamond shape, such as Shoal, Reef, Wreck, Dam.</p>	
<p>CONTROLLED AREA</p> <p>Orange-bordered circle on white background for regulating water use activity.</p> <p>Type of control is indicated within the circle, such as No Anchoring, 5 m.p.h.</p>		<p>Orange-bordered square or rectangle on white background.</p> <p>INFORMATION</p> <p>For displaying official information such as directions, distances, locations.</p>	
<p>FLAG IS RED WITH WHITE STRIPE</p>  <p>The diver's flag.</p>	<p>WHITE BUOY WITH BLUE STRIP</p>  <p>A mooring buoy</p>		
<p>DAYMARK</p> <p>Green day shape, green flashing light at night.</p> <p>Marks the left side of the channel. Odd numbered.</p>		<p>DAYMARK</p> <p>Red day shape, red flashing light at night.</p> <p>Marks the right side of the channel. Even numbered.</p>	
<p>SPHERICAL - UNLIGHTED</p>  <p>Mid-channel markers. Red and white striped, lettered.</p>	<p>WHITE LIGHT MORSE CODE - LIGHTED</p> 		

26) SUPPLEMENT H RIVER TRIP INCIDENT REPORT FORM**Grand Canyon National Park**

This form must be given to the responding Ranger or mailed/e-mailed to the SAR Shift Supervisor within 48 hours of trip completion (Grand Canyon National Park, PO Box 129, Grand Canyon, Arizona 86023; grcasarsh@nps.gov)

If the incident occurred ON WATER (while under way), and involved a fatality, disappearance, or personal property damage greater than \$300, a copy MUST also be mailed/faxed to the Arizona Game and Fish Department. AzG&F Boating Law Administrator, 5000 W. Carefree Hwy, Phoenix, AZ 85086; Fax (623) 236-7945

Company: _____ Trip leader: _____

Incident Date: _____

Time _____ Location: _____

Nature of the Incident: _____

Incident Occurred:

Ashore (Hiking ___ In Camp ___) On Water ___ Swimming ___

<u>Involved Persons</u>	<u>Home Address</u>	<u>Home Phone</u>	<u>Sex</u>	<u>Age/DOB</u>	<u>Pass/Crew</u>
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#1	_____	_____	_____	_____	_____
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#2	_____	_____	_____	_____	_____
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#3	_____	_____	_____	_____	_____
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If on the Water – Estimated Flow _____ CFS

Position in Watercraft _____

PFD On/Off _____

Vessel Information:

Type of Watercraft:

Length:

Engine HP

Registration #

Description (How did the incident occur?): _____

First Aid Provided: _____

Medication Given (Dose & Time): _____

Victim Allergies _____

Medical Provider on Scene: _____

Name: _____

EMS Level/Physician ID: _____

Home City/State: _____

Telephone # _____

Victim Evacuated from Canyon (When, Where, How, # of people): _____

27) SUPPLEMENT I: RIVER TRIP GASTROINTESTINAL ILLNESS REPORTING INSTRUCTIONS

The trip leader must complete a Confidential River Trip Illness Report Form (Form) (Supplement K) for each person who becomes ill with a gastrointestinal illness on a trip.

One or two people ill: If one or two people (clients or crew) experience any gastrointestinal illness during or after a trip, the Form must be completed at the time of illness for each person who becomes ill. The trip leader must give the Form to the Concessioner at the end of the trip. After the trip, the Concessioner must send the Form electronically to the Chief Ranger (Matt_Vandzura@nps.gov) and the USPHS representative (Don_Hoeschele@nps.gov), and must notify the Chief Ranger (928-638-7800) and USPHS representative (928-638-7355) that a gastrointestinal illness has occurred.

If three or more persons (clients or crew) experience any gastrointestinal illness during a trip, the trip leader must:

1. Complete a Form at the time of illness for each person who becomes ill.
2. Notify the Concessioner as soon as possible using a SAT phone, giving all pertinent information on the gastrointestinal illnesses. The Concessioner must contact USPHS representative by phone immediately to relay all available information.
3. If a SAT phone is not immediately available, then do one of the following:
 - a. Use another trip's SAT phone.
 - b. Report to a National Park Service patrol trip.
 - c. Use any other phone, such as one at Phantom Ranch.
 - d. If operational, use a radio if no phones are available.
 - e. Use every effort to report the gastrointestinal illnesses within 24 hours of onset.
4. At the end of the trip, submit all Forms to the Concessioner. The Concessioner must report by phone to the USPHS representative that the trip has ended, and must forward the Forms to the USPHS representative.

If the Concessioner receives information from a client or crew member that a gastrointestinal illness occurred following a trip they suspect was related to the trip, the Concessioner must fill out a Form. The Concessioner must inform Dispatch of the gastrointestinal illness by phone, and must send the Form to Dispatch.

The Concessioner must maintain a separate file containing copies of all Forms. The Service will not disclose the Form unless required by law.

28) SUPPLEMENT J: CONFIDENTIAL RIVER TRIP GASTROINTESTINAL ILLNESS REPORT FORM

Name	Client or Staff (Circle One)	M/F (gender identity)	Age
Address	Phone Number	Individual ID (Park Enters)	Trip ID (Park Enters)
Illness Onset Date	Illness Onset Time	Illness onset location (RM)	Trip Launch Date

Symptoms	Yes	No	Notes
Nausea			
Vomiting			If yes, number of vomiting episodes per day (at maximum): _____
Diarrhea (loose or unformed bowel movement)			If yes, diarrhea lasted _____ days If yes, approximate maximum number _____ diarrhea stools per day If yes, was there blood in the stool? Yes/no
Fever			If temperature was taken, what was it? _____ Degrees Fahrenheit
Sweats/Chills			
Abdominal pain or cramps			
Severe weakness			
Headache			
Backache			
Muscle aches			
Other			Specify:

Context	Yes	No	Notes
Did symptoms resolve by end of individual's river trip?			...if YES, date recovered by ____/____/____
Does this individual have any chronic medical conditions that could mimic the symptoms experienced while on the river (e.g., irritable bowel syndrome, inflammatory bowel disease, stomach ulcers, etc.)?			If so, list:
Has the individual had any contact with anyone who had similar symptoms within two weeks prior to the trip?			
Does the individual attribute alcohol ingestion or other conditions as a likely explanation for his/her symptoms?			
Did the individual take any medications for illness (e.g., antibiotics, anti-diarrheal medications, etc.)?			If so, list:

Date Ill Person Started Trip	____/____/____	Date Ill Person Exited Trip	____/____/____
Location Ill Person Entered Trip (circle)		Location Ill Person Exited Trip (circle)	
Lees Ferry		Phantom Ranch	
Phantom Ranch		Whitmore Helipad	
Whitmore Helipad		Diamond Creek	
Diamond Creek		Pearce Ferry	
Other (RM)_____		Other (RM)_____	

CONCESSIONER_____ FORM COMPLETED BY _____

* Do not release except as required by law.

29) SUPPLEMENT K: ARCHAEOLOGICAL SITE ETIQUETTE POLICY for Colorado River Commercial Operators

This etiquette policy was developed as a preservation tool to protect archaeological sites along the Colorado River. This policy classifies all known archaeological sites into one of four classes and helps direct visitors to sites that can withstand visitation and to minimize impacts to those that cannot. Commercially guided groups may visit Class I and Class II sites; however, inappropriate behaviors and activities on any archaeological site is a violation of federal law and Commercial Operating Requirements. Class III sites are not appropriate for visitation. If clients encounter archaeological sites in the backcountry, guides should take the opportunity to talk about ancestral use of the Canyon, discuss the challenges faced in protecting archaeological resources in remote places, and reaffirm Leave No Trace practices. These include observing from afar, discouraging clients from collecting site coordinates and posting photographs and maps with location descriptions on social media. Class IV archaeological sites are closed to visitation; they are listed on Page 2 of this document. Commercial guides may share the list of Class I, Class II and Class IV sites with clients.

It is the responsibility of individual Commercial Operators to disseminate site etiquette information to all company employees and to ensure that their guides are teaching this information to all clients prior to visiting archaeological sites.

Class I Archaeological Sites: Class I sites have been managed specifically to withstand greater volumes of clients and to provide opportunities for interpretation

Location	List of Sites
<u>Rim and Inner Canyon</u>	Bass' Camp, South Bass Trailhead (B:15:0099) Mallery's Grotto, Bright Angel Trail (B:16:0064) Bright Angel Ruin, Phantom Ranch (B:16:0001) Cliff Spring Ruin, Cape Royal Rd, North Rim (C:13:0077) Walhalla Ruin, Cape Royal Rd, North Rim (C:13:0081) Transept Trail Ruin, North Rim developed area (B:16:0071) Horseshoe Mesa Hist. Dist., Grandview Trail (C:13:0008) Cave of the Domes, Horseshoe Mesa (C:13:0082) Tusayan Ruin, East Rim Drive (C:13:0124)

Location	List of Sites
<u>Colorado River</u>	FM Brown Inscription, RM 12 L (C:06:0002) USGS rock hammer, RM 15.9 R (C:06:0004) South Canyon Ruins, RM 31.5 R (C:05:0001) Bert Loper's boat, RM 41.5 R (C:09:0034) Graves at President Harding rapid, RM 43.6 L (C:09:0030) Willie Taylor's Grave, RM 44.8 L (C:09:0031) Nankoweap Granaries, RM52.3 R (C:09:0001) Nankoweap Ridgetop Site (C:09:0184) Beamer's Cabin, RM 60.5 L (C:13:0004) Hilltop Ruin (Cardenas), RM 71 L (C:13:0002) Unkar Delta Ruins (interpretive trail only), RM 72.5 R Ross Wheeler, RM 107.6 L (B:15:0096) George Parkins Inscription, RM 107.8 R (B:15:0124) Plaque at Separation Canyon, RM 239.6 R (G:02:0103)

Class II Archaeological Sites: Class II sites are more vulnerable to visitor impacts than Class I sites. Extra care must be taken to protect fragile site features.

Location	List of Sites
<u>Rim and Inner Canyon</u>	Uncle Jim's Cave (Harvey Meadow, North Rim)(B:16:0072) Boucher's Cabin, Boucher Trail (B:16:0049) Historic Hermit Camp, Hermit Trail (B:16:0138) Clear Creek Ruin, Clear Creek Drainage (B:16:0004) Bass' Shinumo Camp, North Bass Trail (B:15:0049) Garden Creek site, west side of creek (B:16:1221) Two-Mile Rock Art Boulder (B:16:0092) Old Bright Angel Trail Granaries (B:16:0030, B:16:0031)
<u>Colorado River</u>	Harry McDonald Inscription, RM 23.3 L (C:05:0007) Marble Canyon Dam Adits, RM 39.6 Left only (C:09:0088) Tanner-McCormick Mine, RM 65.5 L (C:13:0098) First Pueblo ruin above Tanner petroglyph boulders, RM 68.3 R (C:13:0034) Tanner Rock Art Boulders, RM 68.3 R (C:13:0132) Hance Scout, RM 76.6 L (C:13:0005) Stanton's Switchyard, RM 108.3 R (B:15:0001) Rockshelter opposite Deer Creek, RM 136.3 L (B:10:0004) Deer Creek pictographs, RM 136.3 R (B:10:0005) Backeddy, RM 137.4 L (B:10:0001) Whitmore Rock Art Panel, RM 187.6 R (A:16:0001) 202-Mile Pictographs, RM 202 R (A:15:0005) Indian Canyon, RM 206.6 R (G:03:0004)

NOTE: RM = River Mile based on Belknap Grand Canyon River Guide.

Historically, a number of river campsites have been designated and used in close proximity to archaeological sites. Designation occurred prior to the writing of current federal laws that protect archaeological sites. With good etiquette, it is not a violation of this etiquette policy to stay at river camps approved by the NPS if the

camps are in close proximity to archaeological sites. As the Service works to mitigate damages from historic use of campsites, your efforts to avoid camping related damage will greatly benefit the public.

ETIQUETTE FOR VISITING ARCHAEOLOGICAL SITES IN GRAND CANYON NATIONAL PARK

In Grand Canyon National Park, 12,000 years of human history have resulted in an astounding number and diversity of well-preserved archaeological sites. Following good site etiquette will help preserve fragile archaeological resources. Grand Canyon commercial operators are the cornerstone to cultivating a special awareness of these sites by teaching site etiquette to thousands of clients every year. For the sake of future preservation and compliance with federal laws, please teach and practice Leave No Trace principles.

A) Plan Ahead

- (1) Review this site etiquette policy before each trip and ensure you bring a copy with you.
- (2) Create your own checklist of Leave No Trace principles and site etiquette prior to your trip and review these with your clients prior to visiting archaeological sites.
- (3) Be prepared to be the first into the site in order to point out sensitive features (artifacts, walls) to be avoided and remember to be the last out.
- (4) Travel and Camp on Durable Surfaces
- (5) Away from NPS-designated campsites, do not camp in an archaeological site.
- (6) Guide small groups. Seek out durable surfaces off-site to assemble and talk to your group before heading onto an archaeological site rather than assembling "in" the actual site.
- (7) Demonstrate leadership by being in control of your group at all times.
- (8) Flat camp sites free of vegetation and near water have typically been used repeatedly for many centuries and often contain documented archaeological sites.
- (9) Due to their age and exposure to erosion, archaeological sites are very fragile and most have never been stabilized. Walk carefully and avoid stepping on walls, artifacts and easily eroded slopes.

B) Dispose Of Waste Properly

- (1) Avoid eating meals while in an archaeological site. Crumbs may attract rodents which in turn may disturb a site.
- (2) When going to the bathroom, ensure you are not in an archaeological site. Scout your camp in the daylight to select suitable bathroom locations. Remember dispose of waste at least 200 feet from archaeological sites, dry washes, camps, trails and water.

C) Leave What You Find

- (1) Discourage unnecessary handling of surface artifacts.
- (2) After visiting a known archaeological site, everything should be in its original location. Once picked up and moved, artifacts lose their context and scientific value.
- (3) Do not create artifact collection piles.
- (4) Do not remove artifacts – each one contributes to the overall integrity of the site. It is illegal to be in possession of artifacts and natural objects in a national park.
- (5) Enjoy petroglyphs and pictographs from a distance to avoid the natural temptation to touch, which can crumble the rock surface. Oils from human skin can degrade pigments and rock surfaces. Never deface rock imagery by adding your own or enhancing pictograph or petroglyph elements for

photography. Do not trample artifacts located below rock imagery. They are often the only means of dating the site.

D) Be Considerate Of Other Visitors

- (1) Think about the next person to visit the site. If they see evidence of your passing like crushed plants, tramped ground, stacked rocks, litter or social trails, their experience will be greatly diminished.
- (2) Did you know that 11 modern-day American Indian tribes maintain connections to Grand Canyon's archaeological sites as a direct link to their history and ancestors? By respecting those beliefs you will help preserve and protect archaeological sites and the cultural values they hold for associated tribes.

Class IV Sites are closed to visitation. These include Furnace Flats (RM 71.0 – 72.0, right bank to 2800 ft. elevation contour), Hopi Salt Mine (RM 63.0 -64.5, left bank), Anasazi Bridge (RM 43, right bank), Bass Asbestos Mine (Hakatai Canyon, 500 feet around mine) and all caves except Cave of the Domes. Special use restrictions prohibit entering Deer Creek narrows from the Patio to the base of the main falls.

Each year, Grand Canyon National Park archeologists and law enforcement rangers actively monitor hundreds of archaeological sites, some of which have been inadvertently impacted or intentionally damaged. Archaeological sites in national parks are protected by federal laws. The National Historic Preservation Act and the Archaeological Resources Protection Act prohibit the excavation, removal, damage, alteration or defacing of archaeological remains. Camping and all related activities (pitching tent, cooking, etc....) in an archaeological site are prohibited.

EXHIBIT C
ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

NONE

Approved, effective _____, 20____

By: _____
Sue E. Masica
Director, Intermountain Region

EXHIBIT D INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with excess or umbrella liability as explained below.

(a) Commercial General Liability

- (1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

Per Occurrence

Up to 5 passengers per boat	\$1,000,000
6-21 passengers per boat	\$2,000,000
22 + passengers per boat	\$5,000,000

Personal Injury and Advertising Injury

Up to 5 passengers per boat	\$1,000,000
6-21 passengers per boat	\$2,000,000
22 + passengers per boat	\$5,000,000

Products and Completed Operations Aggregate

Up to 5 passengers per boat	\$2,000,000
6-21 passengers per boat	\$3,000,000
22 + passengers per boat	\$6,000,000

General Aggregate

Up to 5 passengers per boat	\$2,000,000
6-21 passengers per boat	\$3,000,000
22 + passengers per boat	\$6,000,000

<u>Medical Payments</u>	\$1,000
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(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. Use of Symbol 7, "specifically described autos," is acceptable when an insurer will not provide Symbol 1 because that insurer does not provide coverage for all of the Concessioner's owned "autos." Where there are no owned autos, the Concessioner will provide coverage for "hired autos" and "non-owned autos," Symbols 8 and 9. Garage-keepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee.

Combined Single Limit Each Accident

\$(See Exhibit 1)

Automobile liability requirements only apply if a concessioner enters a National Park by automobile as part of their operations. A minimum automobile limit of \$1.5 million is required for transportation of passengers in Utah or for interstate transport of passengers.

Automobile Liability Limit Requirements for Transport of Passengers
Exhibit 1

Vehicle Description	Required Automobile Liability Limit - Intrastate Transport	Required Automobile Liability Limit - Interstate Transport
Concessioners with vehicles and no transport of passengers.	\$1,000,000	\$1,000,000
Concessioners with one public passenger vehicle (PPV), sport utility vehicle (SUV) or van with less than 8 passengers (including driver).	\$1,000,000	\$1,000,000
Concessioners with two or more PPVs, SUVs or vans with less than 8 passengers (including driver).	\$1,500,000	\$1,500,000
Concessioners with one PPV, SUV, van or bus with 8 to 15 passengers (including driver).	\$1,500,000	\$1,500,000
Concessioners with two or more PPVs, SUVs, vans or buses with 8 to 15 passengers (including driver).	\$1,500,000	\$1,500,000
Concessioners using a bus with 16 or more passenger capacity (including driver). ¹	\$3,000,000	\$5,000,000

(c) Excess Liability or Umbrella Liability

¹ Increase limit by \$1,000,000 for every 10 passenger increase over 30 passengers (e.g. 40 passengers would require \$4 million limit for intrastate transport, 50 passengers would require \$5,000,000 limit). Increase Interstate transport limit in same manner once passenger capacity exceeds 50 passengers.

The Concessioner may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy meets the minimum limit of liability required.

The Concessioner is not required to provide excess liability or umbrella liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Umbrella Liability policy.

(d) Liquor Liability (not applicable)

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$
Aggregate Limit	\$

(e) Watercraft Liability (or Protection and Indemnity)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Up to 5 passengers per boat	\$1,000,000
6-21 passengers per boat	\$2,000,000
22 + passengers per boat	\$5,000,000

Tower's liability shall be maintained at the same each occurrence limit if the Concessioner tows or transports non-owned vessels by water.

(f) Environmental Impairment Liability (not applicable)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site and for cleanup.

Each Occurrence or Each Claim Limit	\$
Aggregate Limit	\$

(g) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	\$
Property Damage Limit	\$
Each Accident Limit	\$

The Concessioner must maintain airport liability insurance at a limit of at least \$_____ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(h) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	\$
Aggregate Limit	\$

(i) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described liability Insurance policies (other than umbrella liability, environmental impairment liability or professional liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on umbrella liability, environmental impairment liability and professional liability may be up to \$25,000.

(j) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The employer's liability limit will not be less than \$1,000,000.

If the Concessioner's operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If Concessioner operations are conducted in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

SEC. 3. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- (1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 4. THIRD PARTY INSURANCE

Concessioners entering into contracts with third parties for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that each third party retained for such work maintain an insurance program that adequately covers the activity and comply with all the requirements applicable to that party's own insurance.

SEC. 5. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#").

The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 6. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

EXHIBIT E TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including

contracts for on-order merchandise (collectively “contracts”), and copies of all liquor licenses and other licenses and permits (collectively “licenses”).

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner’s salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner’s operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner’s operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

- (i) Providing the New Concessioner with an update of the reservation log through the Termination Date;
- (ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and
- (iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

EXHIBIT F
INTELLECTUAL PROPERTY LICENSED MARKS

Grand Canyon National Park

Lees Ferry

Phantom Ranch

PROSPECTUS APPENDICES TABLE OF CONTENTS

The following documents can be found on the enclosed CD.

- Proposal Package PSF4 (Excel Forms)
- Proposal Package Questions (Word Form)
- CC-GRCAXXX-19 River Complete Prospectus (PDF)

The following website links are provided for reference.

Website Name with Hyperlink	Website Address
National Park Service	https://www.nps.gov/
Grand Canyon National Park	https://www.nps.gov/grca
Grand Canyon National Park Superintendent's Compendium	https://www.nps.gov/grca/learn/management/lawsandpolicies.htm
Grand Canyon National Park General Management Plan	https://www.nps.gov/grca/learn/management/gmp.htm
Colorado River Management Plan	https://www.nps.gov/grca/learn/management/crmp.htm
Director's Order DO 50B	https://www.nps.gov/policy/DOrders/50B.htm
NPS Personal Property Management Handbook #44	https://www.nps.gov/policy/DOrders/RM44.pdf
Concession Management Improvement Act of 1998	https://concessions.nps.gov/docs/OMNIBUS1998.pdf
36 CFR 51 Regulations for Concessions	https://concessions.nps.gov/docs/policies/36CFRPart51Entire.pdf
NPS Management Policies Chapter 10	https://concessions.nps.gov/docs/MP2006Chapter10.pdf
NPS Rate Administrative Guide - 2017	https://concessions.nps.gov/docs/concessioner_tools/2017_Rate_Administration_Guide.pdf
NPS Acknowledgement of Risk Memo and Attachments	https://concessions.nps.gov/docs/concessioner_tools/Acknowledgment of Risk Memo and Attachments - 04.02.08 - CM FINAL.pdf

Documents Available Upon Request

- Existing Sample Contract CC-GRCA006-08
- CUA Canyon Jetboat Service
- 2018 Online Launch Calendar

You may request emailed versions of these documents by sending an email to Jennifer Parker Chief of Concessions, National Park Service, Intermountain Region, at Jennifer_parker@nps.gov.

PROPOSAL PACKAGE

CC-GRCAXXX-19

Department of the Interior

National Park Service
Grand Canyon National Park

Proposal to Operate
Guided Multi-Day Interpretive Whitewater River Trips

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PROPOSAL SUBMISSION TERMS & CONDITIONS

- 1) The Offeror's Transmittal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. **The Offeror's Transmittal Letter, submitted without alteration, must bear original signatures and be included in the Offeror's Proposal Package.** The National Park Service (Service) will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If your proposal does not accept without condition the terms and conditions of this Prospectus, it may be considered non-responsive, even if you submitted an Offeror's Transmittal Letter without alteration.
- 2) The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the Draft Contract as the Concessioner. If the entity that is to be the Concessioner is not in existence as of the time of submission of a proposal, the proposal must demonstrate that the individual(s) or organization(s) (hereinafter Offeror-Guarantor) that intends to establish the entity that will become the Concessioner has the ability and is legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Draft Contract. In addition, the Offeror-Guarantor must unconditionally state and guarantee in its proposal that the Offeror-Guarantor will provide the Concessioner with all funding, management, and other resources that the Draft Contract requires and the proposal offers.
- 3) This Prospectus consists of solicitations for the award of up to 16 Concession Contracts. **You must submit a separate completed Offeror's Transmittal Letter and Proposal Package for each of the Concession Contract(s) for which you wish to apply.** If you submit proposals for more than one Contract, you must state the total number of contracts for which you are applying, the maximum number of contracts you have the capacity to conduct, and then list those in an order of preference that clearly prioritizes which Concession Contracts you most desire for award. This must be included as a separate sheet accompanying the Transmittal Letter submitted with each Proposal. If you submit proposals for more than one Contract, the Service will review each of your proposals on both an individual and an overall basis to ensure that you can carry out contractual requirements for each Contract and all Contracts for which you have submitted proposals. Upon review, if the Service determines that you have not demonstrated this ability for each Contract and all Contracts, one or more of your proposals may be deemed non-responsive and/or may result in a lower score. Please note that current Park planning documents limit commercial organizations to holding no more than three contracts.

Note: To maintain a right of preference for a specific contract, an Existing Concessioner must submit a responsive proposal for the contract number that it held as of January 1, 2018. For example, if you held CC-GRCA006-08, apply for CC-GRCA006-19 to maintain a right of preference; or if you held CC-GRCA029-08, apply for CC-GRCA029-19 to maintain a right of preference, etc.

Concession Contract	Preferred Offeror Name
CC-GRCA006-08	Arizona Raft Adventures, LLC
CC-GRCA007-08	Arizona River Runners, Inc.
CC-GRCA010-08	Canyoneers, Inc.
CC-GRCA011-08	Colorado River and Trail Expeditions, Inc.

Concession Contract	Preferred Offeror Name
	dba Colorado River & Trail Expeditions, Inc.
CC-GRCA015-08	Grand Canyon Expeditions Company, Inc.
CC-GRCA016-08	Canyon Expeditions, Inc.
CC-GRCA017-08	Grand Canyon Whitewater, LLC
CC-GRCA018-08	Hatch River Expeditions, Inc.
CC-GRCA020-08	Arizona Raft Adventures, LLC dba Grand Canyon Raft Adventures
CC-GRCA021-08	O.A.R.S. Grand Canyon, Inc.
CC-GRCA022-08	Outdoors Unlimited River Trips
CC-GRCA024-08	ARAMARK Sports & Entertainment Services, Inc.
CC-GRCA025-08	Tour West, Inc.
CC-GRCA026-08	Western River Expeditions, Inc.
CC-GRCA028-08	Canyon Explorations, Inc.
CC-GRCA029-08	Grand Canyon Discovery, LLC

OFFEROR'S TRANSMITTAL LETTER

Regional Director
National Park Service, Intermountain Region
12795 West Alameda Parkway
Lakewood, CO 80228

Dear Director:

This Proposal Package is for guided multi-day interpretive whitewater river trips, Concession Contract number CC-GRCA____-19.

The name of the Offeror is _____. If the Offeror is not yet in existence, this letter is submitted on its behalf by _____ as Offeror-Guarantor(s), who guarantee(s) all certifications, agreements and obligations of the Offeror hereunder and make(s) such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror hereby agrees to provide visitor services and facilities within the Grand Canyon National Park in accordance with the terms and conditions specified in the Draft Concession Contract CC-GRCAXXX-19 (Draft Contract) provided in the Prospectus issued by the public notice as listed in the Federal Business Opportunities and to execute the Draft Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus and the Offeror's Proposal). If the Offeror is not yet in existence, the undersigned, acting as guarantor(s) of all certifications, agreements and obligations of Offeror hereunder, makes such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror is enclosing the required "Proposal" which, by this reference, is made a part hereof.

The Offeror certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Offeror to criminal penalties under 18 U.S.C. §1001. The Offeror agrees to meet all the minimum requirements of the Draft Contract and the Prospectus. The Offeror certifies that it has provided all of the mandatory information specified in the Prospectus.

The Offeror certifies in accordance with 2 C.F.R. Part 1400 the following:

- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- Within the three years preceding submission of the Proposal, none of the individuals or entities acting as Offeror or with an ownership interest in the Offeror has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.
- The individuals or entities acting as Offeror or with an ownership interest in the Offeror have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.
- The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the Draft Contract:

- 1) To the minimum requirements of the Draft Contract as identified in this Prospectus.
- 2) To complete the execution of the final Concession Contract within the time provided by the National Park Service when it presents the contract for execution.
- 3) To commence operations under the resulting Concession Contract on the effective date of the Concession Contract.
- 4) To operate under the current National Park Service approved rates until such time as amended rates may be approved by the National Park Service.
- 5) [Include only if the Offeror is not yet in existence.] To provide the entity that is to be the Concessioner under the Draft Contract with the funding, management, and other resources required under the Draft Contract and/or described in this Proposal.
- 6) [Include only if the Offeror is a business entity, rather than an individual] To deliver to the Regional Director within 10 days following the announcement of the selection of the Offeror as the Concessioner, current copies of the following:
 - Certificate from its state of formation indicating that the entity is in "good standing"(if such form is issued in that state for Offeror's type of business entity);
 - Governing documents of Offeror (e.g. Articles of Incorporation and By-Laws for corporations; Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
 - If the business entity was not formed in the State of Arizona, evidence that it is qualified to do business there.

NAME OF OFFEROR (or OFFEROR-GUARANTOR(s)): _____

If the Offeror is not yet in existence as of the time of submission – list all entities if more than one and clearly indicate that the entity is an Offeror-Guarantor.

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

(END OF OFFEROR'S TRANSMITTAL LETTER)

CERTIFICATE OF BUSINESS ENTITY OFFEROR
(OR OF OFFEROR-GUARANTOR IF OFFEROR IS NOT YET FORMED)
(Offerors who are individuals should skip this certificate)

I, _____, certify that I am the _____ of the [specify one] corporation/partnership/limited liability company/joint venture named as Offeror (or Offeror-Guarantor, if applicable) herein; that I signed this proposal for and on behalf of the Offeror (or Offeror-Guarantor, if applicable), with full authority under its governing instrument(s), within the scope of its powers, and with the intent to bind the entity.

NAME OF ENTITY: _____

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

SELECTION FACTORS

Response Format

- Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the selection factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. It is important that your response stays within the organizational framework in the Proposal Package and provides all relevant information directly in response to each selection factor. The Service may consider relevant information contained elsewhere in a proposal in assessing the proposal's response to each particular selection factor.
- The evaluation panel will only take firm commitments into account when evaluating proposals. The Service does not consider responses that include terms such as "look into," "research," "may," "if feasible," and similar terms to be firm commitments. In addition, the Service considers responses that include a specific time for commitment implementation to be stronger responses. For example, "XXX commits to provide recycle containers in each lodging room by December of 2017."
- Where page limits are set out in the Proposal Package, the Service will not review or consider the information on any pages that exceed the page limitations stated, including attachments, appendices, or other additional materials the Offeror submits. The Service would like to see clear and concise answers. A longer answer will not necessarily be considered a better answer.
- Offerors must use letter-size paper unless a selection factor or subfactor asks for schematics or drawings, in which case Offerors may use legal or ledger-size paper.
- The Service considers text on two sides of one sheet of paper to be two pages.
- Offerors must use 10, 11, or 12 point font for all text within the proposal, including all tables, charts, graphs, and provided forms. The Service will accept images of sample material with smaller fonts.
- Page margins must be 1 inch.

PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK. (0-5 POINTS)

Service Objectives: The National Park Service's (Service) objectives under this Principal Selection Factor are protecting the wilderness character of the Colorado River corridor. In addition, the Service wants to enhance opportunities for clients to learn the significance of natural and cultural resources from the perspective of American Indian tribes, to encourage and support the protection of these resources.

Subfactor 1(a). Protecting Natural and Cultural Resources through Interpretation of the Grand Canyon from the Perspective of American Indian Tribes

(Possible Score 0-3 Points)

The Environmental Impact Statement for the 2006 Colorado River Management Plan (CRMP) calls for enhanced interpretation of the Grand Canyon from the perspective of American Indian tribes that have historical ties to the Grand Canyon and are culturally associated with it, especially if such interpretation is provided by a member of a culturally affiliated tribe employed by the Concessioner. Such interpretation reinforces the importance of protecting park natural and cultural resources, not only for their own physical and historic qualities, but for their spiritual and cultural values to these associated tribes.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe programs or activities you commit to implement to enhance clients' opportunities to learn about the natural systems, history, archeology, and the American Indian relationship to the Grand Canyon from the perspective of American Indian tribes. Your description must include why you think your programs or activities improve protection of natural and cultural resources.

Subfactor 1(b). Wilderness Character Protection

(Possible Score 0-2 Points)

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe the best practices exceeding the requirements of the Operating Plan (3 F)1-5) you commit to implement to limit adverse impacts to the environment while conducting interpretive whitewater river trips.
- 2) Describe the techniques you commit to requiring your crew to implement that will encourage your clients to embrace wilderness characteristics, such as solitude, natural soundscape, and night skies.

PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (0 - 5 POINTS)

Service Objectives: The Park has as a priority for the safety and well-being of park visitors while participating in backcountry activities. One aspect of this is the education and preparation of visitors for the arduous activities required while traveling and recreating in the desert environments managed as wilderness. The Park believes education and preparation may reduce the number of client illnesses and injuries.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

Subfactor 2(a). Prior to the trip

- 1) Submit the information for each of the topics below and describe how will you communicate to potential clients:
 - a) The level of fitness required for basic camp and boat activities, such as getting on and off the boats, walking in camp, etc.
 - b) What to expect from an exchange hike and side hikes.
 - c) How to physically prepare for the trip, especially for exchange hikes and side hikes.
 - d) How to self-screen and self-assess one's fitness and ability to participate in the activity.

Subfactor 2(b). During the trip

- 1) Submit the information for each topic and describe how will you communicate to clients:
 - a) The need to eat and drink properly for good health and comfort in the desert environment.
 - b) How to engage in more arduous activities such as side hikes or exchange hikes in a safe and healthful way.

PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (0-5 POINTS)

***Note to Offeror:** To assist in the evaluation of proposals under this and other selection factors, provide the following information regarding the organizational structure of the business entity that will execute the Draft Contract. This organizational structure information will not be scored for selection purposes, but may be used for assessing responses to various selection factors. If the Offeror is not yet in existence, the Offeror-Guarantor(s) should describe its own experience and explain how such experience will carry over to the Offeror entity.*

Offeror's Organizational Structure

Describe the entity with which the National Park Service will contract, specifying whether it is currently in existence or is to be formed. Clearly define the Offeror's relationship to any related entities that will affect how the Offeror will perform under the Draft Contract. Identify the entity, if other than the Offeror, that has the authority to allocate funds, and hire and fire management employees of the Offeror. Identify any individual or business entity that holds or will hold a controlling interest in the Offeror. Identify and provide information about the Offeror's principals (for corporations, their executive officers, directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their members, managing members, and managers, if any; for joint ventures, each venturer; and for unincorporated sole proprietorships, the individual who owns and operates the business).

Submit your organizational documents (e.g., partnership agreement, articles of incorporation, operating agreement).

Using the appropriate Business Organization Information form at the end of this section, identify the Offeror and each business entity and/or individual to be involved in the management of the proposed concession operation. Use the form appropriate for your business entity or sole proprietorship and include all information necessary to make the relationship among the parties clear. When completed, the Business Organization Information form should convey the following information:

- 1) Full legal name of the Offeror *and any trade name* under which it proposes to do business.
- 2) The legal form of the Offeror, if other than an individual.
- 3) The name, address and, if applicable, form of business entity of all owner(s) of the Offeror, including, the precise extent of their ownership interests.
- 4) The name, address and, if applicable, form of business entity of all related business organizations and/or individuals that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the Offeror. Describe in detail how these relationships will work formally and in practice. Use additional pages if the information does not fit within the forms provided.
- 5) If applicable, the length of Offeror's existence as a business entity.

If the Offeror is not yet in existence, submit a Business Organization Information form for each Offeror-Guarantor.

Subfactor 3(a). Past Experience in the Operations Required by the Draft Contract.**(Possible Score 0-2 Points)**

Using not more than **2 pages**, including all text, pictures, graphs, etc., demonstrate your experience managing guided multi-day interpretive whitewater river trips similar to those required by the Draft Contract by describing one example of your experience by providing the following information in table format.

- 1) Name of operation
- 2) Location of operation
- 3) Duration of involvement in managing the operation, including dates
- 4) Role in the operation
- 5) Approximate dates of average operating season
- 6) Number of employees and guides during high and low seasons
- 7) Annual gross receipts for the past two seasons
- 8) Annual number of trips and clients for the past two seasons
- 9) Length of trips
- 10) Type of services provided during the trip
- 11) Equipment and amenities included with trips
- 12) Type of river, including class of rapids
- 13) Any special operating conditions (access, environmental concerns).

Notes to Offerors: The Offeror's "Role in the operation" refers to whether your company was the parent company, a subcontractor, the onsite operator, or had some other role. If an entity other than the Offeror, such as a sister, subordinate, or parent entity, had a role in the example operation, explain within the table that entity's role and describe how that entity's previous role will benefit or assist the Offeror in the Offeror's operations under the Draft Contract.

Subfactor 3(b). Guide and Crew Benefits and Support**(Possible Score 0-2 Points)**

The Service recognizes that Concessioners make long-term personnel investments in developing a river guide's unique combination of specialized skills, training, and ability to manage clients. The Service also recognizes that guiding can produce its own significant stresses and problems for front-line guides and crew. The Service's objective under this subfactor is to support a qualified workforce whose quality is key to successful implementation of the services required under the Contract.

Use not more than **4 pages**, including all text, pictures, graphs, etc.

- 1) Describe your employee benefits and incentive programs for guides and crew.
- 2) Describe how you will support guides and crew who struggle with mental health, drugs, and/or alcohol issues.
- 3) Describe how you will support a guide and crew who experience a traumatic situation on the job.

Subfactor 3(c). Violations or Infractions**(Possible Score 0-1 Points)**

The Service is aware that any business may receive the occasional notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency (hereinafter collectively referred to as "Infractions"). The Service is interested in understanding how your business manages these Infractions and your overall strategy to minimize Infractions.

Using not more than **5 pages**, including text, pictures, and graphs, demonstrate your understanding of the Service's concern.

- 1) Describe all Infractions that have occurred in any of your commercial river-related operations, whether under a concessions contract, commercial use authorization, under other types of permits, or in un-permitted operations in the past five years that the Service should know about prior to selecting you as the Concessioner under the Draft Contract.
- 2) Explain how you responded to the Infraction, including actions you took to prevent a recurrence of the Infraction.
- 3) List the Related Entities (as defined below) you considered in providing the foregoing information.
- 4) Describe your overall strategy to minimize Infractions and how you resolve, or plan to resolve, Infractions when they do occur.

Related Entities. In responding to this subfactor, consider the Offeror and all of its principals (for corporations, their executive officers, Directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their managing members and managers, if any; and for joint ventures, each venturer) and all parent entities, subsidiaries or related entities under the primary organizational entity (such as, a parent corporation and all subsidiaries), that provide the same or similar services as required or authorized by the Draft Contract.

NPS Form 10-357A (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION
Corporation, Limited Liability Company, Partnership, or Joint Venture
(Principal Selection Factor 3)



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Entity and Trade-name, if any	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Formation	
Date of Formation	

Ownership	Percentage of Ownership Interests	Current Value of Investment
Names and Addresses of those with controlling interest and key principals of business		
Total Interests Outstanding and Type(s):		

Officers and Directors or General Partners or Managing Members or Venturers	Address	Title and/or Affiliation

Attach the following:

- Description of relationship of any Offeror-Guarantor to the Offeror with respect to funding and management.

NPS Form 10-357A (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

We collect this information under the authority of Title IV of the National Parks Omnibus Management Act of 1998 (Pub. L. 105–391). We use this information to evaluate a concession proposal. Your response is required to obtain or retain a benefit. Your response is required to obtain or retain a benefit. We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1024-0029.

ESTIMATED BURDEN STATEMENT

We estimate that it will take you 1 hour to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your completed form to this address.

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

NPS Form 10-357B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION
Individual or Sole Proprietorship*
(Principal Selection Factor 3)



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Individual and Tradename, if Any**	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person (if other than the Offeror)	
Tax ID #	
Years in Business (of same type as required service(s))	
Current Value of Business	
Role in Providing Concession Service(s)	

* Due to difficulties determining authority to act and ownership, the Service will not accept a proposal from spouses jointly as a purported business entity. Either one individual must serve as the Offeror or the spouses must form a corporation, partnership, or limited liability company to serve as Offeror.

** If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

NPS Form 10-357B (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

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RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL. (0-5 POINTS)***Notes to Offeror:***

In the event the Offeror is not yet in existence, provide the information described below with respect to both the to-be-formed Offeror and the Offeror-Guarantor(s). The submission must include a letter from each Offeror-Guarantor that unconditionally states and guarantees the Offeror-Guarantor will provide the Offeror with all funding, management and other resources that the Draft Contract requires and the proposal offers. Failure to provide the required documentation may lead to the National Park Service determining your offer is non-responsive and ineligible for award of the Draft Contract.

All forms are provided electronically on the enclosed compact disk. The Offeror must complete all forms provided and submit both a hard copy and an Excel spreadsheet file.

Subfactor 4(a). Demonstrate that you have a credible, proven track record of meeting your financial obligations. The Offeror (and each Offeror-Guarantor) must provide comprehensive materials to demonstrate that it has a history of meeting its financial obligations by providing the following:

(Possible Score 0-0.5 Points)

- 1) The completed Business History Information Form provided at the end of this section for the Offeror AND any entity that will provide financial or management assistance. If the Offeror is not yet in existence, provide a Business History Information Form for each Offeror-Guarantor.
- 2) A complete credit report in the name of the Offeror and a complete credit report for any entity that will provide financial assistance that includes scores and is dated within six months prior to the date of the proposal. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet in existence, include a credit report for each Offeror-Guarantor.

Subfactor 4(b). Demonstrate the Offeror's business experience and financial capacity by providing the following:

(Possible Score 0-0.5 Points)

Submit the Offeror's audited financial statements for the two most recent fiscal years, with all notes to the financial statements. Audited financial statements must also be provided for any general partners in a partnership, and all venturers in a joint venture. If the Offeror is not yet in existence, submit audited financial statements for each Offeror-Guarantor.

If audited financial statements are not available but reviewed statements are, explain why the statements were reviewed rather than audited.

If neither audited nor reviewed statements are available, explain in detail why they are not available and submit:

Certified financial statements. The Offeror (and each Guarantor(s)) must submit information that demonstrates its financial experience, including financial statements that are certified as to accuracy and completeness by an authorized officer of the entity or by the individual Offeror, as appropriate.

If none of the above are available, explain in detail why they are not available and submit:

Personal financial statements. The Offeror (or Offeror-Guarantor(s), as applicable) must submit personal financial statements certified as to accuracy and completeness by the submitting individual for each of the Offeror's principals (as listed in NPS Form 10-357A).

Subfactor 4(c). Demonstrate that your proposal is financially viable and that you understand the financial obligations of the Draft Contract by providing the following:

(Possible Score 0-2 Points)

Your estimate of the acquisition and start-up costs of this business using the Initial Investment and Start-Up Expense and Initial Investments and Start-Up Expense Assumptions forms included in the Excel spreadsheets provided as an Appendix to the prospectus. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were determined. If you are the Existing Concessioner and do not anticipate any additional initial investment or start-up costs, please state that you consider the current personal property and assets adequate to operate this concession opportunity successfully.

Using the Excel spreadsheets provided as an Appendix to the prospectus, complete the Income Statement and Income Statement Assumptions forms and the Cash Flow Statement and Cash Flow Statement Assumptions forms found in tabs within the Excel workbook. Provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the entire term of the Draft Contract. Complete the Operating Assumptions tab to explain your financial projections. Also complete the Recapture of Investment and the Recapture of Investment Assumptions forms. Recapture amounts should also be included in the cash flow proforma, not the proforma income statement.

Below are some general notes regarding the provided forms found in the Appendices attached to the Prospectus.

- The Service has provided forms that request the information in the format it desires. These forms may differ from the format and requirements set forth in generally accepted auditing standards (GAAS) with regard to prospective financial statements. The Service does NOT request that the prospective financial statements be reviewed in accordance with GAAS.
- Do not add or eliminate rows on the Excel spreadsheets provided in the appendix. Columns should not be deleted; however, columns may be added to reflect the number of years in the Draft Contract term, if necessary. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If you provide additional information, clearly identify how it fits into the income statement, cash flow, and/or assumption tables. For the purpose of the pro forma statements, use the calendar year as the fiscal year.
- Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. Information must be sufficiently detailed to provide the Service with a full understanding of how the estimates were determined.

- Complete **all of the forms provided** and submit both a hard copy and an electronic Excel workbook file.

Subfactor 4(d). Demonstrate your ability to obtain the required funds for start-up costs under the Draft Contract by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, audited or reviewed financial statements, and signed loan commitment letters. Fully explain the financial arrangements you propose, using the following guidelines.

(Possible Score 0-2 Points)

The more definite the terms stated in the documentation, the more credible the Service is likely to find the Offeror's ability to obtain the required funds.

- 1) If funds are to be obtained from cash on hand or operating cash flows from the Offeror's current business, document each source and the availability of these funds by providing your previous and current audited financial statements for the two most recent fiscal years, with all notes to the financial statements (see 4(b) above if audited financial statements are not available). Depending on the Offeror's form of entity, provide audited financial statements for any individual Offerors, general partners in a partnership, and all venturers in a joint venture.
- 2) If the Offeror is not formed and the Offeror-Guarantor is funding the required start-up costs, provide for each Offer-Guarantor the documentation for the appropriate type of Offer-Guarantor (individual, business entity) as described below.
- 3) If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide supporting documents including but not limited to documents that describe the approximate amount of the loan, the term of the loan and any proposed encumbrances on the Draft Contract. Include a letter (addressed to the National Park Service from the lender on the lending institution's letterhead) stating the amount of funds available to the Offeror at the date of the letter. In addition, the letter must outline the Financial Institution's historical relationship with the Offeror. Specifically, the Financial Institution should provide the following information: number of years of the relationship; description and amount of all credit facilities extended along with their average annual outstanding balance and current outstanding balance; current account balance; and statement of whether the Offeror has met all obligations with the Financial Institution as required.
- 4) If funds are to be obtained from an individual, or a business entity whose primary fund source is an individual, provide the following as appropriate with respect to such individual:
 - Signed funding commitment from the individual (stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract)
 - Current personal financial statement certified as to accuracy and completeness by the individual submitting it
 - Current bank/financial institution documents that verify the account(s) and account balance(s) for the primary fund source
 - Documentation of any assets to be sold
 - Any other assurances or documents that demonstrate that the funds are available
- 5) If funds are to be obtained from working capital liabilities (such as advance deposits), please provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

- 6) If funds are to be obtained from another source (e.g., a business entity whose primary fund source is not an individual), provide the following as appropriate:
- Signed funding commitment from the fund source stating the approximate amount of the loan, the term, and any proposed encumbrances on the Draft Contract
 - Current audited financial statements for the most recent year (see 4(b) above if audited financial statements are not available)
 - If the current audited financial statements do not evidence that the source has the necessary funds to make the funding commitment, provide additional documentation.

***NOTE:** If the Offeror is obtaining even a part of the necessary funds from another, the Service must be able to determine from the documents submitted that the Offeror is highly likely to obtain either a stated amount or an unlimited amount of funding from an entity with sufficient financial capability to provide the funds.*

NPS Form 10-358 (Rev. 11/2017)
National Park Service

**BUSINESS HISTORY INFORMATION****PROPOSAL PACKAGE
CC-GRCAXXX-19**

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

**Business History Information Form
(Principal Selection Factor 4 - Subfactor 4(a))**

Business history information should be provided for the Offeror AND any entity that will provide financial or management assistance. If the Offeror is not yet formed, provide a business history form for each Offeror-Guarantor.

The information provided below is for the entity: _____

- (1) Has Offeror (or Offeror-Guarantor, as appropriate) ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company?

☐ YES

☐ NO

If YES, provide full details of the circumstances.

- (2) List any bankruptcies, receiverships, foreclosures, transfers in lieu of foreclosure, and/or work-out/loan modification transactions during the past five years. Include an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which, if adversely resolved, could materially impact the financial position of the Offeror (or Offeror-Guarantor, as appropriate). If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's (or Offeror-Guarantor's, as appropriate) alleged inability or unwillingness to meet its financial obligations. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (5) Describe any liens recorded against the Offeror (or Offeror-Guarantor, as appropriate) within the past five years (whether from taxing authorities or judgments) and, if resolved, provide a copy of any lien release. If none, check the box below. Otherwise, provide full details below.

☐ NONE

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

NPS Form 10-358 (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

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ESTIMATED BURDEN STATEMENT

We estimate that it will take you 1 hour to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your completed form to this address.

PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR. (0-4 POINTS)

The minimum franchise fee acceptable to the Service is as follows:

- 5.0% of Gross Receipts for Gross Receipts between: \$0 and less than \$750,000; plus
- 10.0% of Gross Receipts for Gross Receipts between: \$750,000 and less than \$1,000,000; plus
- 15.0% of Gross Receipts for Gross Receipts between: \$1,000,000 and less than \$2,000,000; plus
- 22.5% of Gross Receipts for Gross Receipts exceeding: \$2,000,000

The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly will generally result in a higher score under this selection factor; however, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

State the amount of franchise fee you propose in the chart below. Such fee must be at least equal to the minimum franchise fee. If an Offeror proposes a higher than minimum franchise fee, increases must be one amount applied equally to all ranges, expressed as a percentage of annual gross receipts. (Example, if one decides to propose an increase of 1.0% per tier, then: 5% would become 6%, 10% would become 11%, 15% would become 16%, and 22.5% would become 23.5%)

Gross Receipt Tier	Minimum Franchise Fee Required (% of Gross Receipts)	Example of proposed higher franchise fee	Proposed Franchise Fee
\$0 and less than \$750,000; plus	5%	6%	
\$750,000 and less than \$1,000,000; plus	10%	11%	
\$1,000,000 and less than \$2,000,000; plus	15%	16%	
Exceeding \$2,000,000	22.5%	23.5%	

For franchise fee calculation example, refer to the Business Opportunity.

SECONDARY SELECTION FACTORS

SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION, AND PRESERVATION OF THE PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING. (0-3 POINTS)

Environmental Best Management Practices

Using no more than **3 pages**, describe specific environmental best management practices (not already described under other selection factors and beyond the minimum requirements in the Operating Plan) that you will implement in each of the following areas:

- (1) Waste reduction within the Park
- (2) Environmental purchasing of equipment (excluding motors) and supplies used on river trips
- (3) Campsite management practices

The Service will not consider in evaluating this response reducing or removing motor use.

SECONDARY SELECTION FACTOR 2. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN AN INCLUSIVE AND RESPECTFUL MANNER. (0-3 POINTS)**Service Objectives:**

A multi-day interpretive whitewater river trip presents special challenges through its creation of a small and intimate community living, working, and recreating together for an extended period of time. How employees interact with each other and with clients during a trip creates a lasting impression, and deeply affects the quality of visitor experience, as well as employee morale. It is the Service's objective for a Concessioner to have an inclusive and respectful visitor experience.

An Inclusive and Respectful Experience

Using not more than **3 pages**, including all text, pictures, graphs, etc., describe how you will select and provide training to your employees to encourage respectful behavior between employees and also in interactions between clients and employees during a trip.

- 1) Provide your policies for the topics listed below, with an emphasis on being proactive and preventive.
 - a) Alcohol consumption
 - b) Prevention of hostile work environment. At a minimum, you must specifically address sexual harassment, hazing, and bullying.
- 2) Describe how you commit to enforcing these policies, why you think your policies will be effective, and describe how you will include these policies within your prelaunch messages.
- 3) Describe how you will encourage your employees to create a visitor experience that is inclusive and respectful, and if something does occur, how you will encourage all to report potential violations of these policies.



OFFEROR FINANCIAL PROJECTIONS



INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

Assets

Existing Assets

Assets necessary to the operation of the Concession, already owned by the Offeror, that will be allocated to the operation of the Draft Contract.

Real Property (not within the Park)	
Personal Property	
Inventory and Supplies	
Other (describe)	
Subtotal	0

Planned Asset Acquisition

Assets necessary to Operate the Concession, that will be acquired by the Offeror if awarded the Draft Contract.

Real Property (not within the Park)	
Personal Property	
Inventory and Supplies	
Other (describe)	
Subtotal	0

Total 0

Other

Start-Up Expenses	
Working Capital	
Other (describe)	
Total	0

Total Initial Investments and Start-up Expenses 0

Notes

- 1) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Yellow cells represent categories that need to be explained on the "Investments Assumptions" worksheet.
- 3) All Offerors must include their estimate of the value of all property intended, whether planned for acquisition or currently owned, for use in the Draft Contract.
- 4) The items indicated above are the estimated planned expenditures for initial investment, defined as one-time costs in either the year prior to or the first year after the start of the Draft Contract.
- 5) Expenditures entered in this form should be in addition to that of typical annual capital investments and operating expenses

INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

of the first year of the Draft Contract.

6) Expenditures entered into this form should not be included in the proforma income statement.

7) Expenditures entered in this form should be included in the cash flow proforma as capital expenditures in either the year prior to or the first year after the start of the Draft Contract.

Definitions

Start-up Expenses

One-time expenses incurred prior to the beginning of the contract, or during the first year of the contract, if needed, to implement your proposal.

Working Capital

Additional funds for working capital current assets such as pre-paid expenses, contingencies, and other necessary cash flow requirements. This should not be confused with Net Working Capital (current assets-current liabilities).

NOTICES

PRIVACY ACT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

We collect this information under the authority of Title IV of the National Parks Omnibus Management Act of 1998 (Pub. L. 105–391). We use this information to evaluate a concession proposal. Your response is required to obtain or retain a benefit. Your response is required to obtain or retain a benefit. We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1024-0029.

ESTIMATED BURDEN STATEMENT

We estimate that it will take you 10 hours to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your completed form to this address.

INITIAL INVESTMENTS AND START-UP EXPENSES ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Assets

Existing Assets

Assets necessary to the operation of the Concession already owned by the Offeror that will be allocated to the operation of the Draft Contract.

Real Property (not within the Park)	Describe
Personal Property	Describe
Inventory and Supplies	Describe
Other (describe)	Describe

Planned Asset Acquisition

Assets necessary to Operate the Concession that will be acquired by the Offeror if awarded the Draft Contract.

Real Property (not within the Park)	Describe
Personal Property	Describe
Inventory and Supplies	Describe

INITIAL INVESTMENTS AND START-UP EXPENSES ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Other (describe) Describe

Other

Start-Up Expenses Describe

Working Capital Describe

Other (describe) Describe

Notes

1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

[illegible]

INCOME STATEMENT FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

Prospective Income Statement

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Interest Expense										
Depreciation										
Amortization										
Net Profit Before Taxes	0	0	0	0	0	0	0	0	0	0
Income Tax										
Net Income	0	0	0	0	0	0	0	0	0	0

Notes

- 1) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Yellow cells represent categories that need to be explained on the "Income Statement Assumptions" worksheet.
- 3) Only projected receipts and expenses related to the services “required” by the contract and those you choose to operate under “authorized” services are to be itemized and included in your prospective statements. Please clearly identify, by service type, all revenues associated with authorized services.
- 4) The NPS views the treatment of Repair and Maintenance Reserve (component renewal) items as leasehold improvements. It is expected that the cost will be amortized over the shorter of the useful life of the asset or the contract term.

Definitions

Gross Receipts

Gross Revenues less any revenues that are exempt from franchise fee.

EBITDA Before FF

Earnings Before Interest, Taxes, Depreciation, Amortization, and Franchise Fee.

Franchise Fee

A percentage of gross receipts due to the National Park Service.

INCOME STATEMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Revenue

See Operating Assumptions Tab

Cost of Sales

All Applicable Departments Describe

Direct Expenses

Labor Describe

Utilities Describe

Repair and Maintenance Expense Describe

Operating Supplies Describe

Vehicle Expense Describe

INCOME STATEMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Other Direct Describe

Undistributed Expenses

Other Salaries Describe

Office Supplies Describe

Telephone Describe

Management Fee / Overhead Describe

Advertising Describe

INCOME STATEMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Other Admin Describe

Other Undistributed Describe

Other Describe

Fixed Expenses

Insurance Describe

Property Taxes Describe

Property Rental Describe

INCOME STATEMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Other Describe

Notes

1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

2) If you are going to offer authorized services, please clearly identify which service(s) you will offer and use additional separate rows for each authorized service department. Labor costs should be supported by a footnote identifying Full Time Equivalents (FTE) occupied for each operating department identified.

3) Clearly describe the composition of each item classified under Undistributed and Fixed Expenses. If the expense item is allocated from or shared with a parent or related entity, please describe the allocation method. In particular, if you intend to assess a Management Fee, or other form of corporate overhead and profit, you must clearly describe what this fee is comprised of (Officer salaries, human resources, accounting, marketing, profit, etc.).

Expense Assumption Description Example

The following example does not reflect the above opportunity and is provided for the purpose of clarification only.

Direct expenses are expected to surpass historical direct expenses, as fuel and insurance prices increase. Studies by the Department of Commerce indicate that fuel prices will to rise at a rate of 10% annually over the next ten years, as opposed to the historical ten year rate of 4% annually. Additionally, insurance costs, according to a nationwide insurance broker survey, are expected to rise at 15% annually for the next 10 years, as opposed to the 10 year historical rate of 2% annually. Accordingly, direct expenses associated with the operation are forecast to increase from an annual average of 10% of Gross Revenue to an annual average of 20% of Gross Revenues over the life of the Draft Contract.

FF Calculator

[illegible]

OPERATING ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Revenue Inflation											Additional Description
Expense Inflation											
Guided Multi-Day River Trips											Additional Description
Number of Trips											
Number of Customers											
Average Revenue Per Customer											
Total Revenue	0	0	0	0	0	0	0	0	0	0	
Other (describe)											Additional Description
Number of Customers											
Average Revenue Per Customer											
Total Revenue	0	0	0	0	0	0	0	0	0	0	
Other (describe)											Additional Description
Number of Customers											
Average Revenue Per Customer											
Total Revenue	0	0	0	0	0	0	0	0	0	0	

- Notes
- 1) Please note that revenue projections must be based on rates determined by the approval methods set forth in the draft Operating Plan.
- 2) The information on this form should fully explain and document your Gross Revenue build-up. State annual inflation rate assumptions, rate increase assumptions, utilization assumptions and any estimates of real growth you anticipate. If you have any additional descriptions of your assumptions, please use the "Additional Description" boxes to the right of each revenue department.
- 3) If you are going to offer authorized services, please clearly identify which service(s) you will offer and use additional rows to describe your revenue buildup for each authorized service.

Revenue Assumption Description Example

The following example does not reflect the above opportunity and is provided for the purpose of clarification only.

Revenue inflation is expected increase at the same rate as the Consumer Price Index which is predicted to grow at a rate of 2.7% annually, based upon historical growth as reported by the Bureau of Labor Statistics

No real growth is expected to occur, keeping in line with historical revenues at the concession. Therefore, overall revenue growth is forecast to occur at an average annual rate of 2.7% over the life of the Draft Contract.

CASH FLOW STATEMENT FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

Prospective Cash Flow Statement											
Operating Activities	Year Zero	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Net Income											
Depreciation											
Amortization											
Change in working capital											
Other (describe)											
Net Cash Provided (Used) by Operating Activities	0	0	0	0	0	0	0	0	0	0	0
Financing Activities											
Dividend											
Sale/Repurchase of Stock											
Borrowings/ Repayment of Debt											
Other (describe)											
Net Cash Provided (Used) by Financing Activities	0	0	0	0	0	0	0	0	0	0	0
Investment Activities											
Personal Property Replacement											
Real Property (not Within Park)											
Inventory and Supplies											
Start-Up Expenses											
Working Capital											
Other (describe)											
Other (describe)											
Other (describe)											
Net Cash Provided (Used) by Investing Activities	0	0	0	0	0	0	0	0	0	0	0
Total Cash Flow	0	0	0	0	0	0	0	0	0	0	0

Notes

- 1) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Yellow cells represent categories that need to be explained on the "Cash Flow Statement Assumptions" worksheet.
- 3) Investment activities should include entries for one time acquisition and disposal at the beginning and end of the Draft Contract term as well as cyclical or annual capital investments such as replacement.
- 4) Estimates for capital expenditures in the Cash Flow Statements made prior to or during the first year after the start of the Draft Contract should be reflective of estimates provide in the Initial Investment and Start-up Costs form.

CASH FLOW STATEMENT FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

Prospective Cash Flow Statement

- 5) Clearly delineate between personal and real property and define your rationale and assumptions for each category.
- 6) Since Repair and Maintenance Reserve (component renewal) activities are considered capital expenditures they should be included on the cash flow statement.

CASH FLOW STATEMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Investment Activities

Personal Property Replacement	Describe - Personal property replacement during the Draft Contract
Other (describe)	Describe

Notes
1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

RECAPTURE OF INVESTMENT FORM

Grey Cells Are Input Cells

Name of Offeror

CONCID

Assets and Other

Real Property (not within the Park)
Personal Property
Inventory and Supplies
Working Capital
Other (describe)
Other (describe)
Other (describe)

Total of Recaptue of Investments at the End of the Contract Term

0

Notes

- 1) The value of ending LSI is only a best guess estimate neither offeror nor the NPS is bound by the number presented above.
- 2) Reference the Draft Contract and exhibits for guidance on Leasehold Surrender Interest and Personal Property.
- 3) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 4) Yellow cells represent categories that need to be explained on the "Recapture of Investment Assumptions" worksheet.
- 5) All Offerors must include their estimate of the ending value of all property and other assets at the end of the Draft Contract.
- 6) Recapture amounts entered into this form should not be included in the proforma income statement.
- 7) Recapture amounts entered in this form should be included in the cash flow proforma as capital recapture in the final year of the Draft Contract.

RECAPTURE OF INVESTMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Assets and Other

Please describe the method used to determine the values of the planned recoup of investments at the end of the Draft Contract.

Leasehold Surrender Interest Value	Describe
Real Property (not within the Park)	Describe
Personal Property	Describe
Inventory and Supplies	Describe
Working Capital	Describe
Other (describe)	Describe
Other (describe)	Describe

RECAPTURE OF INVESTMENT ASSUMPTIONS

Grey Cells Are Input Cells

Name of Offeror

CONCID

Other (describe) Describe

Notes

1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
P.O. Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:
IMR-ACM (CC-GRCAXXX-19)

MAR 07 2018

Memorandum

To: All Requesters of the Prospectus for a Concession Business Opportunity to Provide Guided Multi-Day Interpretive Whitewater River Trips within Grand Canyon National Park

From: Regional Director, Intermountain Region

Subject: Amendment 1 Regarding the Prospectus for Solicitation CC-GRCAXXX-19

This notice provides updates to the prospectus for a *Concession Business Opportunity to Provide Guided Multi-day Interpretive Whitewater River Trips within Grand Canyon National Park* for Solicitation CC-GRCAXXX-19.

Amendment 1: Updates to the Prospectus

Prospectus Appendix: Proposal Package PSF4 (Excel Forms)

This amendment replaces the Prospectus Appendix: Proposal Package PSF4 (Excel Forms) posted on the Commercial Services External Website with the correct version.

Please note: The Prospectus Appendix: Proposal Package PSF4 (Excel Forms) on the CD included with the hard copy prospectus is the correct version.

Prospectus Inside Cover

The Service extends the solicitation deadline. Proposals are now due May 1, 2018.

Sue E. Masica

cc: Superintendent, Grand Canyon National Park
Chief of Commercial Services, WASO



EXPERIENCE YOUR AMERICA™