



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



In Reply Refer to:
C38 (IMDE-ACM)
GLCA001

March 16, 2006

Mr. Mark Grisham
Colorado River Discovery, LLC
11410 North Crestview Street
Flagstaff, AZ 86004

Dear Mr. Grisham:

Congratulations on the selection of Colorado River Discovery, LLC to provide Guided Interpretive River Raft Trips within Glen Canyon National Recreation Area.

Enclosed is a fully executed copy of Concession Contract No. CC-GLCA001-06 for your records.

Should you have any questions, please feel free to contact me at (303) 969-2582 or e-mail: tom_williamson@nps.gov.

Sincerely,

TW

Tom Williamson
Acting Chief of Concession
Intermountain Region

Enclosure (1)

cc: ✓ Supt, GLCA, w/enclosure
Fleming, CPC, w/enclosure

BHaviland:3/16/05:303-969-2666:n:/glca/glca001/executedltr

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CATEGORY III CONTRACT
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GLEN CANYON NATIONAL RECREATION AREA

GUIDED INTERPRETIVE RIVER RAFT TRIPS

CONCESSION CONTRACT NO. CC-GLCA001-06

Colorado River Discovery, LLC

11410 North Crestview Street
Flagstaff, Arizona 86004
Email Address: markg@flagstaff.az.us
Telephone: (928) 699-8495

Covering the Period

November 1, 2006 through October 31, 2016

This Contract is between the National Park Service and Colorado River Discovery, LLC, a Limited Liability Company existing under the laws of the State of Arizona, (hereinafter referred to as the "Concessioner"), under the authority of 16 U.S.C. 1 et. seq., including 16 U.S.C. 5901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

SEC. 1. TERM OF CONTRACT

The term of this Contract will be from November 1, 2006 until its expiration on October 31, 2016.

SEC. 2. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

The Concessioner must provide the following required Visitor Services within the Area:

- (1) Half day guided interpretive river raft trips on the 15-mile stretch of the Colorado River from the Glen Canyon Dam to Lees Ferry using motorized pontoon-type rafts.
- (2) Transportation from the registration/sales area located outside of Glen Canyon National Recreation Area to the embarkation area and from the disembarkation area at Lees Ferry to originating location.
- (3) Non-alcoholic beverage(s) service during the river raft trips.

The Concessioner may provide the following authorized Visitor Services within the Area:

- (1) Full day specialty guided interpretive river raft trips on the 15-mile stretch of the Colorado River from Glen Canyon Dam to Lees Ferry using motorized pontoon-type rafts and including either deli type lunches or prepackaged snacks.
- (2) Backhauling transportation service for kayak, canoe, and dory boat customers from Lees Ferry to a drop off location agreed to by the Concessioner and customer along the 15-mile stretch of the Colorado River.

(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: Twenty percent (20%) of the Concessioner's gross receipts for the preceding year or portion of a year.
- (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 fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.
- (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 and 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 must be reviewed by an independent Certified Public Accountant in accordance with GAAS 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 New Concessioner." This Section and Exhibit E shall survive the expiration or termination of this Contract.

SEC. 9. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

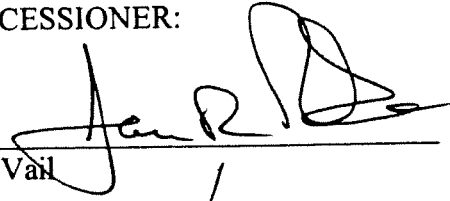
This Contract may not be assigned [e.g., sold] or encumbered [e.g., mortgaged] without the approval of the Director in accordance with 36 CFR Part 51 with respect to proposed assignments and encumbrances.


SEC. 10. GENERAL PROVISIONS – SEE ADDENDUM 1.

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

CONCESSIONER:

UNITED STATES OF AMERICA

BY 
John Vail

BY 
Director
Intermountain Region
National Park Service

(Title) owner/member

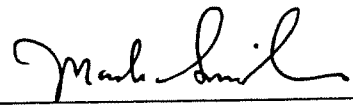
Date: 3-6-06

Date: 3/13/06

BY 
Scott Seyler

(Title) Owner/member

Date: 3-6-06

BY 
Mark Grisham

(Title) owner/member

Date: 3-6-06

Colorado River Discovery, LLC

Attachments:

- Addendum 1 – General Provisions
- Exhibit A – Nondiscrimination
- Exhibit B – Operating Plan
- Exhibit C – Assigned Government Owned Personal Property
- Exhibit D – Insurance Requirements
- Exhibit E – Transition to a New Concessioner

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 Glen Canyon National Recreation Area.
- (c) "Days" means calendar days.
- (d) "Director" means the Director of the National Park Service, and his or her 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, the National Park Service 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. 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 43 CFR, Subtitle A, Part 12, Subpart D, 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.

EXHIBIT A**NONDISCRIMINATION****Section I: 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, 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, 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, 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) 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.

- (8) The Concessioner will include the provisions of paragraphs (1) through (7) 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:

- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (b) 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:

- (a) 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, age, national origin, or disabling condition;
- (b) Discriminating by segregation or other means against any person.

Section II: 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****TABLE OF CONTENTS**

I.	INTRODUCTION.....	2
II.	RESPONSIBILITIES.....	2
	A. CONCESSIONER.....	2
	B. AREA.....	2
III.	SCOPE AND QUALITY OF SERVICES.....	3
	A. GUIDED INTERPRETIVE RIVER RAFT TRIPS.....	3
	B. INTERPRETIVE SERVICE.....	3
	C. RESERVATIONS.....	4
IV.	OPERATING STANDARDS AND REQUIREMENTS.....	4
	A. GUIDED INTERPRETIVE RIVER RAFT TRIP OPERATIONS.....	4
	B. BACKHAULING TRIP SHUTTLE SERVICE.....	8
	C. SCHEDULE OF OPERATIONS.....	9
	D. RATE DETERMINATION AND APPROVAL PROCESS.....	9
	E. EVALUATIONS.....	10
	F. GENERAL POLICIES.....	12
V.	HUMAN RESOURCES MANAGEMENT.....	12
	A. EMPLOYEE IDENTIFICATION AND APPEARANCE.....	12
	B. EMPLOYEE HIRING PROCEDURES.....	13
	C. TRAINING.....	13
VI.	CONCESSIONER RISK MANAGEMENT PROGRAM.....	15
VII.	EMERGENCY RESPONSE.....	15
	A. EMERGENCY.....	15
	B. TRAINING.....	15
	C. EMERGENCY REPORTING PROCEDURES.....	15
	D. POINTS OF CONTACT.....	16
VIII.	PUBLIC RELATIONS.....	16
	A. REQUIRED NOTICE.....	16
	B. PUBLIC STATEMENTS.....	16
IX.	ADVERTISEMENTS AND PROMOTIONAL MATERIALS.....	16
	A. PROMOTIONAL MATERIAL.....	16
	B. STATEMENTS.....	17
X.	REPORTING REQUIREMENTS.....	17
	A. AREA REPORTS.....	17
	B. CONCESSIONER OPERATIONAL REPORTS.....	17

I. INTRODUCTION

This Operating Plan will serve as a supplement to Concession Contract CC-GLCA001-06. It describes specific operating responsibilities of the Concessioner and the Area with regard to those lands utilized by the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of the Area in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions must be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purpose of the Contract.

II. RESPONSIBILITIES

A. CONCESSIONER

To achieve an effective and efficient working relationship between the Concessioner and the Area, the Concessioner will designate an on-site General Manager who:

1. Has the authority and the managerial experience for operating the required and authorized concession services within the Area;
2. Will employ a staff with the expertise and training to operate all services required and authorized under this Contract;
3. Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
4. Has the responsibility for implementing the policies and directives of the National Park Service ("NPS").

B. AREA

The Superintendent of the Area has the responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the NPS, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concession activities relating to the Area. This includes:

1. Evaluation of concession services, equipment, and facilities; and
2. Review and approval of rates charged for all commercial services.

III. SCOPE AND QUALITY OF SERVICES

All services are to be provided in a consistent and quality manner. NPS standards provided by the NPS Concessioner Review Program are considered minimums. The Concessioner is responsible for monitoring and evaluating its operations to ensure quality standards are met.

A. GUIDED INTERPRETIVE RIVER RAFT TRIPS

The Concessioner will provide the required and authorized guided interpretive river raft trips on the Colorado River, commencing just below Glen Canyon Dam, and terminating at the designated area provided at the courtesy dock at the Lees Ferry site in the Area. Any changes to the scope of operations must receive written approval from the Superintendent and be reflected in an amendment to the Contract.

B. INTERPRETIVE SERVICES

1. **Area Knowledge.** Employees providing guided interpretive river raft trips must have a demonstrated knowledge of the history and significance of the Glen Canyon Dam, its place in the Colorado River Storage Project, the human and cultural history of the Area and the section of the Colorado River where the Visitor Services will occur, and the natural history and resources of the Area.

a. **Area Interpretive Materials Website.** The Concessioner will develop a comprehensive website, accessible to trip participants and to the general public, to provide a quality resource of interpretive information and understanding about the Area and its natural and cultural resources. The goal of the website is to provide easy access to more in depth information about many Area topics or areas of interest. The Concessioner will inform passengers on all trips of the existence of the interpretive website and the opportunity to delve deeper into the subject matter after they return home.

b. **The "River Kids" Environmental Education Program.** The Concessioner will develop (with the assistance of professional consultants and other appropriate contributors) a new, innovative resource education program targeted towards school-age children to be called "River Kids." The River Kids program will include various components: discounted, specialized, age-appropriate trips geared towards students; syllabi, lesson plans, and other classroom materials for use by teachers at various grade levels; and interactive DVDs for use directly by students. A portion of the Interpretive Materials Website will be dedicated to the River Kids program.

c. **Multi-Language Interpretive Tapes for Non-English Speakers.** The Concessioner will offer interpretive tapes (or similar recorded media) in the languages that are most common for trip participants, potentially including Japanese, French, Spanish, German, Dutch, and Korean in order to enable visitors to enjoy a fuller, higher quality, educational visitor experience. Content of the tapes will include safety messages and will otherwise mirror the overall interpretive plan for the Area.

2. **Area Involvement.** Area staff will review and approve the interpretative program for Area visitors prior to the implementation of the program by the Concessioner. Area staff is available to advise and assist the Concessioner in the development of its interpretive materials.

C. RESERVATIONS

The Concessioner will maintain office hours and a staffed telephone so prospective and scheduled customers can reach the central office. The following requirements are applicable to all half day and full day river raft trips.

1. **Reservations Services.** The Concessioner will accept bookings by toll-free telephone, mail, fax over the Internet via a website that provides real-time availability information and in person at base of operations in Page, Arizona.

2. **Deposits/Refunds.** The deposit requirement and refund policy is part of the rate approval process. The policy will be included in all brochures and advertisements.

- A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit cards. The Concessioner will not charge a passenger's credit card until the day of departure.
- Refunds will be processed within two weeks of cancellation.

3. **Cancellations.** The cancellation refund policy will be determined in the rate approval process.

4. **Confirmed Rates.** The Concessioner will honor the rates confirmed by the Concessioner as identified in the reservation confirmation.

IV. OPERATING STANDARDS AND REQUIREMENTS

A. GUIDED INTERPRETIVE RIVER RAFT TRIP OPERATIONS

1. River Raft Trip Operations

a. The raft trips may commence on land administered by Bureau of Reclamation, just below Glen Canyon Dam. The Bureau of Reclamation may require users of these lands to comply with and/or be subject to security review and clearance procedures. The Concessioner will implement any security measure and/or procedures required by the Bureau of Reclamation, the NPS, or any other agency or unit of the federal government.

b. The maximum number of pontoon-type motorized rafts is twenty (20) for the river raft trips.

c. It is the Concessioner's responsibility to obtain an agreement with the Bureau of Reclamation and comply with that agreement.

d. Prior to departure, the Concessioner will provide an orientation/safety/security message that includes information on the ride through the tunnel and the importance of wearing hard hats during the walk from the bus to launch area and raft. In addition, the Concessioner will provide information on personal flotation device (PFD) usage and demonstration of proper fitting and fastening. The Concessioner will also address other safety risks, such as potential slippery surfaces, falling debris, or falling into the water while loading the rafts, and information on hazards visitors can expect during the trip. Some of these hazards include weather, heat, dehydration, heat stroke, cold, inability to swim if in the water, slips and falls, and risks associated with previous medical conditions. Once on the rafts, and prior to moving away from the dock, each guide will conduct another safety briefing, covering on-water procedures, with an opportunity for questions and answers. The Concessioner will point out the areas of the raft that are safe to sit on and those that are not.

The Concessioner will carry spare sunscreen and any other such courtesy items to help ensure the comfort and enjoyment of any passengers who may be unfamiliar with the local environment.

e. The Concessioner will also identify the PFD locker, distribute PFD's, and address any questions regarding fitting or securing PFDs. A laminated pictorial graphic of the same procedures to properly put on the life vest will also be located in a prominent area visible to passengers. All equipment will meet all safety standards in accordance with Applicable Laws. Serviceable Type I life preservers will be provided for each person onboard and different sizes will be available to accommodate adults, young adults, and children. The Concessioner will follow the Department of Transportation's Passenger Vessel Safety Act of 2003, including any amendments. The Concessioner will ensure that passengers aged 12 and under wear PFDs at all times while on the river.

If the Concessioner has passengers who have physical challenges or other disabilities, they will have a second staff member on board as necessary to provide the needed support to properly help those people to safely exit and enter the raft at beach and dock areas and otherwise enjoy the trip.

f. The Concessioner will ensure all boat motors used in conjunction with their river operations meet the Environmental Protection Agency (EPA) 2006 standards; i.e., motors may be either 4-cycle or "new technology" 2-cycle motors, so long as they meet the standards.

i. The Concessioner will upgrade motors to those representing the best available technology for outboard marine motors, which currently is the 4-stroke, 135 horsepower Honda BF135 engine.

ii. The Concessioner will minimize its impacts on the water and air quality by dedicating a minimum of \$1.50 per river trip passenger to develop and implement an alternative motorboat propulsion system designed to reduce the use of fossil fuels and their associated emissions and noise levels.

iii. The Concessioner will submit annual reports to the Area that describes and documents its activities and progress in the area of alternative motorboat propulsion

research and development. The report will list activities undertaken and completed to date, results, and will outline planned activities and goals for the coming year.

iv. The Concessioner will submit to the NPS, Bureau of Reclamation and an independent certified engineer for review, comment, and approval a comprehensive "Spill Prevention, Control and Countermeasures Plan" as appropriate.

g. The Concessioner will implement its draft Environmental Management Plan (EMP) submitted with its proposal. The Concessioner will in all operations, to the maximum extent feasible, comply with or exceed NPS environmental management Best Management Practices. The draft EMP describes Best Management Practices, environmental programs, and actions the Concessioner will take to minimize impacts of its operations on the general environment and use of the best available technology to protect Area resources. The EMP also specifies the manner in which the Concessioner will measure success and progress, and proposed methods for monitoring, ensuring ongoing compliance, and providing for corrective action and follow through. The Concessioner will conduct an annual environmental management audit, report the results to the NPS, and use the results to measure environmental management progress.

i. Solid Waste Management. As part of the EMP, the Concessioner will generate minimal solid waste and ensure that the solid waste materials are handled appropriately. The Concessioner will implement a comprehensive solid waste management program, which will include green purchasing program, solid waste reduction, and recycling components.

ii. Recycling. The Concessioner will recycle antifreeze, motor oil, aluminum, paper and newsprint, cardboard, metals, plastics, and glass. The Concessioner will segregate recyclable materials from the regular waste stream for transfer to certified recycling facilities.

h. If authorized full day tours are conducted, the Concessioner will provide a high quality deli-type lunch, set up in advance of passenger arrival by a separate crew. All food stuffs will remain properly chilled and packaged until immediately before passenger arrival. Lunches will be packaged and presented in a manner that minimizes the generation of solid waste while using materials that are easily recycled. The Concessioner will, to the extent possible, consistent with Best Management Practices established by the Green Restaurant Association, provide food and beverages that are organic and/or locally produced. All food service must meet all applicable requirements of the United States Public Health Service.

i. Pets are not allowed on river raft trips.

2. Access through Bureau of Reclamation Property

a. The NPS does not have jurisdiction over the tunnel operation at Glen Canyon Dam. The Bureau of Reclamation requires a separate operating agreement for the use of the access road, tunnel, launch site, and the security screening of passenger's hand baggage (e.g., backpacks, purses, etc.). In the event the Concessioner wants to gain access through the tunnel below Glen Canyon Dam to provide river raft trips, the Concessioner is responsible for securing an

agreement with the Bureau of Reclamation. The Concessioner is cautioned that the NPS offers no guarantee in securing an agreement with the Bureau of Reclamation.

b. Conditions may exist whereby security concerns within the lands managed by the Bureau of Reclamation for Glen Canyon Dam's security zone may not permit use of the access road, tunnel, and launch site. During the term of this Contract, modifications to the launch procedure may occur. Past closures of the tunnel access have made it necessary for the Concessioner to transport clients to and from the Lees Ferry location to access the river and motoring up and down the river to provide river raft trips. In such circumstances, the Area will consider and approve appropriate alternative trip itinerary.

c. The Bureau of Reclamation will notify the Concessioner directly if scheduled operations are not to be permitted for any reason. The Concessioner must immediately notify the Area if scheduled operations are interrupted. Neither the Bureau of Reclamation nor the Area will be responsible to compensate the Concessioner for interrupted services.

3. Medical Training and Response Equipment

The Concessioner will ensure concession employees piloting the river rafts are trained in first aid and cardiopulmonary resuscitation (CPR) procedures. Pilots must have a current, valid First Aid card and current CPR card in his/her possession while in the Area. The Concessioner, through financial incentives, will encourage concession guides to complete Wilderness First Aid training.

a. First aid medical supply kits, appropriate communication devices, fire extinguishers, fuel spill kits and personal protective equipment will be available on all raft trips.

b. All guides will carry radios to enable their communication with each other, the Concessioner operations headquarters in Page, Glen Canyon NRA Dispatch, and company bus drivers.

4. Rest Stops and Sanitation

a. Two rest stops on the river are available for half day river trips and full day specialty river trips and they are at the Petroglyph Panel site approximately 9.5 miles upriver from Lees Ferry and the Lunch Beach site approximately 8 miles upriver from Lees Ferry.

b. The Concessioner will provide a minimum of one rest stop per trip and may be in conjunction with an interpretive walk to the petroglyph panel. The Concessioner will accompany visitors to the petroglyph site using the established trail. A concession employee must be the last person to leave the site in order to monitor visitors' activity and to ensure the protection of the petroglyph panel and natural resources.

c. At each rest stop, Area sanitation facilities are available for visitors. The Concessioner will check the facilities after each group use and ensure the facilities are clean, and adequate toilet paper and hand cleaning supplies are available for subsequent users. The Concessioner must identify staff responsibilities for ensuring the facilities are clean before leaving

the rest stop. The Concessioner will use environmentally-friendly cleaning products approved by the Area to clean the facilities.

d. No more than four Concessioner passenger-carrying rafts may use the rest stops at one time.

e. All litter will be collected by the Concessioner at every stop where visitors disembark from rafts. Upon departing from each stop, the area will be free of all litter. Collected litter and/or trash will be transported out of the Area and disposed of properly. Any recyclables will be collected and disposed of properly.

5. Unloading Raft Trips

The Concessioner must use the courtesy dock at Lees Ferry for unloading passengers and their personal belongings. No more than three Concessioner passenger-carrying rafts will be tied at the Lees Ferry courtesy dock at the same time. The Concessioner guides will be available to help passengers off the raft and safely onto the dock. The courtesy dock may at times be wet and the Concessioner will take precautions to make sure all passengers are aware of the potential slippery areas and how to safely proceed to the bus for the final leg back to the origination point.

6. Passenger Limits

Maximum capacity limits on vessels/rafts will be determined from manufacturers' specifications. The Concessioner will strictly comply with the capacity limits.

7. Parking and Idling of Vehicles

Vehicles (buses/vans) used in conjunction with Concessioner tours will park in a safe and organized manner in the gravel lot provided at Lees Ferry for a period not-to-exceed thirty (30) minutes. There will be no more than five concession buses within the gravel parking area at the same time. The buses may keep their motors running during the time they are within the gravel parking area. If bus drivers wish to keep their bus motors running longer than thirty (30) minutes, the buses must park in the 14-day parking area away from the Historic District and Launch Ramp until their passengers arrive.

B. BACKHAULING TRIP SHUTTLE SERVICE

The Concessioner will provide backhauling service for kayak, canoe, and dory boat customers on an on-demand basis from Lees Ferry to a drop-off location agreed to with the customer. The Concessioner must conduct the security screening for all passengers at Lees Ferry before embarkation. Reservations for backhauling will be made in advance through the Concessioner's booking/reservation system.

C. SCHEDULE OF OPERATION

1. Season and Hours of Operation

The Concessioner will provide the required services for Area visitors on a daily basis during the season of operation. The Concessioner will run any scheduled trip with a minimum of six full fare passengers. River raft trips will be canceled if weather or water flow conditions make river travel unwise as determined by the Superintendent. The minimum hours of operation will remain in effect unless changes are requested by the Concessioner and approved, in writing, by the Superintendent.

The Concessioner will provide guided interpretive river raft trips during the months of March through November (core season), and may, at the Concessioner’s option, provide service during December, January, and February.

GUIDED INTERPRETIVE RIVER RAFT TRIPS	SUMMER May 1 – September 30	SHOULDER SEASONS October 1 – November 30 March 1 – April 30 WINTER SEASON December 1 – February 28 (29)
Half-day trips	7:00 a.m. and 1:00 p.m., daily	11:00 a.m. daily. The Concessioner is not required to launch December 1 – February 28 (29), but may do so if customer demand exists.
Full Day Specialty Trips	10:00 a.m.	10:00 a.m.
Administration and Reservations	8:00 a.m. to 5:00 p.m., daily	8:00 a.m. to 5:00 p.m. daily

2. Proposed Changes

A written schedule of proposed changes to summer season (May 1 – September 30) and operating hours will be submitted by the Concessioner to the Area for approval prior to March 1 of each year. The shoulder season hours of operation may be expanded at the Concessioner's discretion without prior approval from the Superintendent.

D. RATE DETERMINATION AND APPROVAL PROCESS

1. Rate Determination

It is the objective of the Area that the Concessioner's rates and charges to the public are commensurate with the level of services, equipment, and facilities provided, and are reasonable, justified, and comparable with similar services, equipment, and facilities provided by the private sector. Reasonableness of rates will be in accordance with current NPS concessions management guidelines.

2. Request Submittal for Annual Rate Changes

The Concessioner will submit all requests in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates, and customer notification. Requests, at a minimum, require support by established criteria and comparable data as outlined in current NPS concession management guidelines. The Superintendent will accept for consideration one rate change request (per offered service) per year. The timing of the requests should take into account the seasonal aspects of the service.

3. Rate Approval

The Area will approve, disapprove or adjust rates and will inform the Concessioner in writing within 30 days of the rate request submittal.

4. Rate Posting

The Concessioner will prominently post all rates for services provided to the visiting public.

5. Rate Compliance

The Area's concessions management staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

E. EVALUATIONS

The Concessioner will ensure public health, safety, and environmental protection and will provide satisfactory services for Area visitors. The operation of services required and/or authorized by this Contract will conform to the evaluation standards set forth in the current NPS concessions management guidelines. The Area and the Concessioner will separately evaluate and monitor concession facilities, equipment, and services with respect to Applicable Laws, authorized rates, impacts on cultural and natural resources, identified operating deficiencies, and visitor satisfaction.

The Concessioner will meet with Area officials to prioritize and schedule the correction of deficiencies resulting from these inspections. The Concessioner will be responsible for correction of deficiencies within dates assigned by the Area.

1. **Frequency of Operational Evaluations**

A minimum of two operational evaluations, one conducted before the peak season, will be conducted annually. The Concessioner will provide up to two river raft trips per year at no charge (other than for meals) for evaluation purposes.

2. **Periodic Operations Evaluations and Inspections**

The Area will conduct periodic inspections of concession equipment and services to evaluate conformance to operational standards. The Area will contact the General Managers at the time of evaluations so a Concessioner representative may accompany the Area evaluator.

3. **Interpretive Evaluation Program**

The Area will periodically evaluate interpretive visitor services to determine the appropriateness, accuracy, and adherence to Area interpretive themes.

4. **Health and Safety Inspections**

a. Concessioner Safety Inspection. The Concessioner's Safety Manager will perform periodic safety inspections of all concession vessels and associated equipment. The Concessioner's Safety Manager will ensure employee compliance with Applicable Laws.

b. NPS Safety Inspections. A NPS Safety Officer or other NPS representative will conduct at least one annual comprehensive safety and occupational health inspection of all operations and equipment.

c. Public Health Inspections. The United States Public Health Service may conduct unannounced periodic inspections of the Concessioner's food and beverage operations.

5. **Visitor Comments.** In order to elicit responsive visitor comments, the Concessioner will make available Area-approved comment cards to visitors in order to measure service and quality standards, pricing, and overall Area experience.

a. The Concessioner will respond within five business days, in writing to all visitor complaints regarding concession facilities, equipment or services. A copy of the response with any supporting material will be provided to the Area.

b. The Area will forward to the Concessioner any comments and complaints received regarding concession services. The Concessioner will respond to any complaints within five business days. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any Area responses will be forwarded to the Concessioner.

F. GENERAL POLICIES

1. Smoking Policy

The Concessioner must comply with NPS Director's Order #50D, Smoking Policy which may be found at <http://www.nps.gov/policy/DOrders/DOrder50D.html>.

2. Credit Cards

At a minimum the Concessioner will honor American Express, MasterCard, Visa, and Discover credit cards.

3. Lost and Found

The Concessioner will establish and provide an effective program for handling lost and found or unattended property. Procedures for the handling of lost and found property will conform to the DO #44, Personal Property Management and Personal Property Management Handbook No. 44, which can be found at <http://www.nps.gov/refdesk/DOrders/DOrder44.html>

4. Vehicles and Vessels

a. Licensing, Insurance, Maintenance, and Registration. The Concessioner must ensure that all vessels/rafts and vehicular equipment used by the Concessioner, will be properly registered, licensed, insured, and maintained in accordance with Applicable Laws.

b. The Concessioner will comply with all applicable U.S. Coast Guard inspection and licensing requirements for commercial passenger service on pontoon-type rafts.

c. Identification. Concessioner vessels/rafts and ground transportation will be discreetly identified with the Concessioner's name and logo. Concession rafts will display proper state registration numbers at all times.

V. HUMAN RESOURCES MANAGEMENT

A. EMPLOYEE IDENTIFICATION AND APPEARANCE

At a minimum, the Concessioner will issue each of its employees an employee photo identification card which includes their name. These identification cards will be collected by the Concessioner upon termination of employment or at the end of the season for seasonal employees. All concession employees in direct contact with the general public will wear their employee photo identification card so it is visible to the public and will wear uniforms or standardized clothing. Employees must maintain a neat and clean appearance and project a hospitable, positive, friendly, and helpful attitude.

B. EMPLOYEE HIRING PROCEDURES

1. Staffing Requirements

The Concessioner will hire a sufficient number of employees to provide satisfactory visitor services throughout the year. The Concessioner will attempt to offer its employees a full workweek whenever possible. Before employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

2. Drug-free Environment

The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. The Concessioner will require that those employees who are in safety sensitive positions, such as passenger-carrying transportation or shuttle vehicles, participate in random drug testing. Should any illegal drug use occur, the Concessioner must promptly report it to the Area Park Ranger.

3. Background Checks

The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire, or retain, any person known to have an outstanding warrant for arrest.

4. Driver Requirements

a. Vehicles. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven or operated.

b. Vessels. Boat operators will comply with applicable state boating laws including U.S. Coast Guard licensing requirements for commercial passenger service on pontoon-type rafts.

5. Area Employees and Families

The Concessioner will not hire an Area employee, his/her spouse or dependent child without prior notification and written approval of the Superintendent.

C. TRAINING

1. Orientation

The Concessioner will provide mandatory employee orientation and training and will inform employees of Area regulations and requirements that affect their employment and activities while working and residing within the Area.

a. The Area may provide orientation training to Concessioner managers emphasizing the operational review program on an as-needed basis.

b. As part of orientation, the Area also may review concession regulations and Area policy with employees and managers.

c. The orientation will include general environmental awareness training. Environmental awareness training will be coordinated with the Area, include training on the Environmental Management Program, and given to all employees at the start of their employment and annually thereafter.

2. Job Training

The Concessioner will provide appropriate job training to each employee before duty assignments and working with the public.

3. Interpretive Training

The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, safety, and environmental orientation information. The Concessioner will work closely with the Area to improve the methods of preparing and presenting effective interpretive information. Training may be coordinated with the Area on location. The Concessioner will regularly supervise and monitor its employees and visitor briefings and provide additional training as appropriate to ensure that its employees are appropriately and accurately interpreting the Area's resources. The Concessioner will strive to ensure that its guides are proficient in imparting educational materials and will support its staff by offering recurring professional development opportunities provided in-house by both the Concessioner management staff and other contributors. The Concessioner will construct and make available to its employees self-administered online guide training and refresher courses as a part of the professional development program. A library of relevant books articles, videos and other reference materials will be available for use by Concessioner employees.

4. River Guide Training

All Concessioner employees responsible for piloting river rafts must complete at a minimum three training trips down the Colorado River from the Glen Canyon Dam to Lees Ferry under the supervision of a qualified river pilot. All qualifying trips will have written documentation that the employee knows how to operate all functions related to the raft and can successfully navigate the river corridor from the Glen Canyon Dam launch site to the Lees Ferry dock. The Area will review training documentation in determining qualified river raft pilots, upon request. The Concessioner guides will be trained in and required to follow all U.S. Coast Guard maritime rights-of-way procedures while operating Concessioner watercraft. The guides will practice "good neighbor" policies at all times with a focus on boat wake management and control. The Concessioner will work proactively with other river users to ensure all standards are continually met.

5. Employee Handbook

The Concessioner will provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Area. Any employee handbooks will be provided to the Area for a 30-day review before distribution to employees. Updated copies will be forwarded to the Area upon subsequent revisions.

VI. CONCESSIONER RISK MANAGEMENT PROGRAM

A documented Concessioner Risk Management Program will be developed and maintained by the Concessioner to ensure a safe and risk-free employee and visitor environment. Then Concessioner will develop the Concessioner Risk Management Program within 60 days of the effective date of Contract execution. This plan will be reviewed and approved annually by the Superintendent, in accordance with Occupational Safety and Health Act (OSHA) regulations and Director's Order #50B, Occupational Safety and Health Program. The program will include, at a minimum, the following components:

- A. Management's policy statement, purpose, duties, employee's responsibilities, and administration
- B. Inspections and abatement
- C. Accident Reporting and Investigation
- D. Safety/Health Committee
- E. Public Safety Awareness
- F. Training
- G. Emergency Procedures

VII. EMERGENCY RESPONSE

A. EMERGENCY

The Area will provide emergency response medical services.

B. TRAINING.

The Concessioner is encouraged to allow all of its employees to attend emergency medical training, including cardiopulmonary resuscitation (CPR) and First Response courses.

C. EMERGENCY REPORTING PROCEDURES

All concession employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g., a call back number at their location. The Area Communication Center will dispatch Park Rangers and emergency personnel.

D. POINTS OF CONTACT

Arizona has a 911 system that directs 911 calls through the county and then transferred to the Area. It may be faster to place an emergency call through the Area Communication Center at number (928) 608-6300.

Lees Ferry District Ranger(s) may be contacted at the Lees Ferry District Ranger Station at (928) 355-2234.

VIII. PUBLIC RELATIONS

A. REQUIRED NOTICE

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the NPS. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the NPS.

Please address comments to: Superintendent
Glen Canyon National Recreation Area
P.O. Box 1507
Page, Arizona 86040

B. PUBLIC STATEMENTS

All media inquiries concerning operations within the Area will be referred to the Area's Public Affairs Officer.

IX. ADVERTISEMENTS AND PROMOTIONAL MATERIAL

A. PROMOTIONAL MATERIAL

1. Approval

As set out in the Contract, all promotional material must be approved in writing by the Director prior to use. The Concessioner will contact the Area well in advance to establish specific time frames for each project review. The Area may require the Concessioner to remove unapproved promotional material from circulation.

2. Changes

The Concessioner must submit all changes to promotional media (including websites) and layout to the Superintendent for review at least 30 days prior to projected need/printing dates. The

Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. The Superintendent may require longer periods for major projects or where Area assistance is required to help develop the product. The Concessioner should consider this in timing the submittal of requests.

B. STATEMENTS

Advertisements and promotional materials, including broadcast copy, must include a statement that the Concessioner is authorized by the Department of the Interior and the NPS to serve the public in Glen Canyon National Recreation Area.

X. REPORTING REQUIREMENTS

A. AREA REPORTS

Annual Performance Evaluation. The Area will prepare the Concessioner's annual performance evaluation during January for the preceding calendar year. The Concessioner will meet with the Superintendent and/or his/her representative(s) to discuss the annual evaluation, which includes contractual, operational, public health, and risk management components.

B. CONCESSIONER OPERATIONAL REPORTS

The following reports are required: These reports will be delivered to the Area's Business Management Office.

1. General

a. Management List. The General Manager will provide the Area a list identifying key concession management and supervisory personnel with their job titles and office and emergency phone numbers within 30 days of the effective date of the Contract and as revisions are made.

b. Incident Reports. The Concessioner will immediately report to the Area Communication Center the following:

- Any employee or visitor fatalities
- Employee or visitor injuries requiring more than minor first aid treatment
- Property damage estimated to be over \$300
- Any fires

c. Human Illness Reporting. The Concessioner must promptly provide information on all human communicable illnesses, whether employees or guests to the Area's Communication Center. This information, along with other information received, will be inspected by the United States Public Health Service to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. Initial reports may be made by telephone.

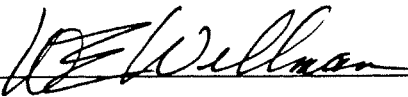
d. Survey and Visitor Response Data. The Concessioner will make available to the Area all customer satisfaction data collected by third parties and provided to the Concessioner for review by the Area.

2. River Operations

The Concessioner will submit a report to the Area on or before the tenth day of each month that will include the following information:

- Number of half day river raft trips and number of passengers
- Number of full day specialty river raft trips and number of passengers
- Number of passengers/vessels carried during backhauling trips

NATIONAL PARK SERVICE

By: 

for Director, Arkansas River
(Title)

Date: 3/13/06

EXHIBIT C

ASSIGNED GOVERNMENT OWNED PERSONAL PROPERTY

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

Property Number Description of Item

NONE

By: *[Signature]*

*for Director, Intermountain Region
National Park Service*

(Title)

Date: 3/13/06

EXHIBIT D

INSURANCE REQUIREMENTS

I. GENERAL

The Concessioner must 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. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner.

At the request of the Director, the Concessioner must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner must provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

II. LIABILITY INSURANCE

The Concessioner must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America or must provide that the United States of America is named as additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following Liability Coverages and limits are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit	\$1,500,000
Products/Completed Operations Limit	\$1,500,000
Personal Injury & Advertising Injury Limit	\$1,500,000
General Aggregate	\$2,000,000
Fire Damage Legal Liability	"per fire"

2. The liability coverages may not contain the following exclusions/limitations:

- a. Athletic or Sports Participants
- b. Products/Completed Operations
- c. Personal Injury or Advertising Injury exclusion or limitation
- d. Contractual Liability limitation
- e. Explosion, Collapse and Underground Property Damage exclusion
- f. Total Pollution exclusion
- g. Watercraft limitations affecting the use of watercraft in the course of the Concessioner's operations (unless separate Watercraft coverage is maintained)

3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate National Park Service location(s).

B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, Symbols 8 & 9, will be maintained.)

Each Accident Limit \$1,500,000*
 *Unless requirements are higher as mandated by the State of Arizona.

C. Liquor Liability (if applicable)

Coverage will be provided for bodily injury or 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

D. Watercraft Liability (or Protection & Indemnity) (if applicable)

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

Each Occurrence Limit same as General Liability

E. Aircraft Liability (if applicable)

Coverage will be provided for bodily injury or property damage arising out of the use of any aircraft.

Each Person Limit
Property Damage Limit
Each Accident Limit

F. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal 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 Excess "Umbrella" Liability policy.

G. Care, Custody and Control--Legal Liability (Describe Specific Coverage)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss

H. Environmental Impairment Liability

Coverage (if requested by the Director) will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit

Aggregate Limit

I. Special Provisions for Use of Aggregate Policies

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits.

J. Self-Insured Retentions

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000 without prior approval of the Director.

K. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Coverage will comply with the statutory requirements of the state(s) which the Concessioner operates.

III. 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).
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).
3. All insurers must be admitted (licensed) or approved in the state in which the Concessioner is domiciled.

IV. CERTIFICATES OF INSURANCE

All Certificates of Insurance required by this Contract must 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.

EXHIBIT E**TRANSITION TO A NEW CONCESSIONER****Section 1. In 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.

Section 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 will, notwithstanding such notification:

- (a) Continue Operations.** 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 it was providing previously, and with a view to maintaining customer satisfaction.
- (b) Continue Bookings.** Continue to accept all future bookings for any services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner; and notify all guests with bookings for any period after the Termination Date that the services are to be operated by the New Concessioner. Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner will 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, and thereafter the Concessioner will update such log on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. The reservation log will include, without limitation, the name of each guest, and the guest's (1) address, (2) contact information, (3) dates of service, (4) rate quoted, (5) amount of advance deposit received, and (6) confirmation number, if applicable.
- (c) Designating a Point of Contact and Other Actions.** Cooperate with the Director and the New Concessioner to ensure the smooth transition of operations by: (1) designating one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner; (2) providing the Director and the New Concessioner with full access to the books and records, licenses and all other materials pertaining to the Concessioner's operations in general; (3) providing 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 licenses and permits (collectively, "Licenses"); (4) allowing 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; and (5) not entering into any contracts or agreements that would be binding on any 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, provide the New Concessioner with a financial report with respect to the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. Thereafter, the Concessioner will update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report will include, at a minimum, a schedule of pending accounts payable and a schedule of pending accounts receivable.

(e) Personal Property List. 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 list must be provided to the New Concessioner within thirty (30) days following receipt of the notification of the selection of the New Concessioner, be updated monthly thereafter, and designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessioner will assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports. 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, and complete information as applicable with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and (4) specific opening and closing procedures. Such information must be provided within thirty (30) days after receipt of notification of the selection of the New Concessioner and updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

(g) Other Cooperation. Provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.

Section 3. Cooperation Upon the Termination Date

Upon the Termination Date, the Concessioner will:

(a) Transfer of Contracts and Licenses. 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. (1) Provide the New Concessioner with an update of the reservation log through the Termination Date; (2) disconnect its operations from the Concessioner's centralized reservation system, if any; and (3) cooperate with the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments. Within ten (10) days after the Termination Date, the Concessioner will 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. Within ten (10) days of its delivery to the Director of this itemized statement, the Concessioner will 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. Notwithstanding any other provision of this Contract to the contrary, upon the Termination Date, the Concessioner will 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 services.

(e) Removal of Marks. Within thirty (30) days after Termination, the Concessioner will 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.

(f) Other Cooperation. The Concessioner will provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.