

**2012 OPERATING PLAN
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I. INTRODUCTION

This Operating Plan serves as a supplement to Concession Contract CC-GRCA###-08. It describes specific operating responsibilities of the Concessioner and the National Park Service (Service) with regard to those lands and waters 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. As defined by the Contract, "Area" means Grand Canyon National Park, Glen Canyon National Recreation Area, and Lake Mead National Recreation Area and "Park" means Grand Canyon National Park.

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

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

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

II. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

A. Concessioner

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

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

B. Service

The Superintendent of Grand Canyon National Park is responsible for all Park operations, including concessions. The Superintendent carries out the policies and directives of the Service, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates the Concessioner's activities relating to the Area. This includes:

1. Evaluation of Concessioner services.
2. Review and approval of rates charged for all commercial services.
3. Implementation of the 2006 Colorado River Management Plan.
4. Coordination with other Area Superintendents for the purposes of administering this Contract.

III. SCOPE AND QUALITY OF SERVICES

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

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

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

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

A. Guided Colorado River Trips

The Concessioner is required to provide guided river trips on the Colorado River for the public through Grand Canyon National Park between River Mile (RM) ZERO (0) at Lees Ferry within Glen Canyon National Recreation Area and as far as Temple Bar developed area within Lake Mead National Recreational Area. See the Contract, Section 2. Services and Operations for more details on required and authorized visitor services.

B. Interpretive Services

1. General Information

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

2. Primary Parkwide Interpretive Themes

The following interpretive themes are from the 2002 Long Range Interpretive Plan for Grand Canyon National Park.

- a. The immense and colorful Grand Canyon is valued worldwide as one of Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.
- b. Water is the lifeblood of Grand Canyon—a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples, a provider of recreation, and a central factor in the exploration, development, and politics of the American West.
- c. The Colorado River and other erosional forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.
- d. Extreme changes in elevation, exposure, and climate in the Grand Canyon support a remarkable range of biotic communities in unusual proximity; a

relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.

- e. Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence to some, offering us an opportunity to consider the powerful and spiritual ties between people and place.
- f. Grand Canyon has sustained people materially and spiritually for thousands of years—wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.

C. Reservations, Deposits, and Refunds

1. Taking Reservations

- a. Ensuring Compliance with “One Trip per Year” Rule. Before booking a client on a trip, the Concessioner must ensure the client understands and is in compliance with the one trip per year rule. This rule states that no recreational user may participate on more than one recreational trip through any part of the Lees Ferry to Diamond Creek section of the Colorado River within any given calendar year.

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

***One Trip Per Year.** Due to limited availability, the National Park Service has limited use in the popular Lees Ferry to Diamond Creek section of the Colorado River to one recreational river trip per individual each calendar year. Because of this regulation, [the Concessioner’s name] cannot accept a reservation from any individual who has or will participate in any other full or partial canyon commercial or non-commercial river trip within the same calendar year. If you have already completed or have plans to participate in any other Grand Canyon river trip this year and would like to go again, please respect your fellow boaters by waiting until next year or sometime thereafter to book your next trip. Grand Canyon National Park’s one-trip-per-year rule is strictly enforced.*

- b. Reporting Client information to the Service. The Concessioner must collect each client's full legal first and last names, date of birth, zip code, and trip launch date, and forward this list of the season’s clients electronically, through Grand Canyon River Outfitters Association, to the Area Permits Office by November 30th each year. This information will be maintained in a master database to be used by the Service only for the purpose of monitoring compliance with the one trip per year rule.

The Service will use this information in conjunction with its noncommercial passenger lists to check for compliance with the one-trip-per-year rule and determine appropriate enforcement strategies for the future.

- b. Medical information. The Concessioner must request relevant health information from all clients. Such information includes preexisting conditions, any medications the client is taking, and the reason for taking the medications. Clients must decline in writing if they choose not to provide the information.
- c. Advance Reservations. Reservations must not be taken more than 24 months in advance of the trip departure date.
2. Deposits/Refunds. The Concessioner may require a deposit to hold the reservation. The deposit and refund policies are part of the rate approval process. The Concessioner must include these policies in printed and electronic advertisements.
3. Cancellations. The cancellation policy is part of the rate approval process. The Concessioner must include this policy in printed and electronic advertisements.
4. Credit Cards. The Concessioner must honor MasterCard and Visa credit cards, at a minimum. The Concessioner may accept debit cards at its discretion.
5. Booking Agent. The Concessioner may enter into agreements with booking agents. The booking agent may take reservations for trips for which the Concessioner pays the agent a booking fee. The booking agent may not charge a fee to the client in addition to the Service approved rate for the trip. Advertising for trips by booking agents must state clearly that the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.

D. Orientation Talks

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

IV. CONCESSION OPERATIONS

A. Operational Evaluations

1. Concessioner Review Program

- a. The Service evaluates services and equipment to ensure satisfactory services and equipment are provided for the public in accordance with the operation standards established by the National Park Service Concessioner Review Program and the Contract. The Service may delay or terminate trips at any point along the river corridor if the Concessioner does not meet conditions set forth in the Contract, or until noted deficiencies are corrected.
- b. The Concessioner must manage operations and services to ensure protection of resources, compliance with public health, safety, and environmental management requirements, and provide satisfactory services for Area visitors established by the Contract.
- c. The Service, its representatives, and the Concessioner must separately evaluate and monitor concession services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental management, impacts on natural and cultural resources, identified operating deficiencies, and visitor satisfaction, concerns, and reactions.
- d. The Concessioner must meet with Service officials to prioritize and schedule the correction of any deficiencies. The Concessioner must correct any deficiencies and abatement plans within dates assigned by the Service.
- e. The Service conducts evaluations, which may be unannounced.
- f. Each trip must carry a copy of Attachment 1, "Commercial Operating Requirements."

2. Health and Safety Inspections

- a. Concessioner Safety Inspection. The Concessioner must perform periodic safety inspections of all concession facilities and equipment in accordance with its documented Concessioner Risk Management Plan. The Concessioner must ensure concession employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
- b. Service Safety Inspections. The Service may conduct comprehensive safety and occupational health evaluation of all operations as part of its review of the Concessioner's Risk Management Program.
- c. Public Health Inspections. The U.S. Public Health Service Consultant, or individual approved by the U.S. Public Health Service, conducts periodic evaluations of the Concessioner's food and beverage service.

3. Environmental Audit

- a. The Service conducts environmental audits of operations, services, and equipment based upon the most current audit criteria being utilized by the Service. Environmental audits may be unannounced.
- b. The Concessioner must participate in these audits as required by the Service, including follow-up corrections as needed.

B. Rate Determination and Approval Process

1. Rate Determination

- a. The approved 2007 rates are the initial approved rates, from which annual adjustments will be made.
 - b. Rates are adjusted through the indexing method based on Consumer Price Index-Urban (CPI-U).
 - c. Rate adjustments are based on changes in the Consumer Price Index, All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Series I.D. CUUR0000SAO (CPI-U). The annually applied CPI-U change is based on the latest available September-to-September data, and applied to the latest approved rates in order to obtain rates for the following year, assuming that trip specifications remain unchanged from the prior year. This means that the CPI-U for September to September for 2010-2011 will be applied to approved 2012 rates (already implemented) to calculate approved rates for 2013.
 - d. If the Concessioner proposes new trip types for which rates have not been previously approved, or if the trip specifications for previously approved trips change, the Service will approve these rates on an individual basis so as to be commensurate with the level of services provided and reasonable in relation to the Concessioner's currently approved rates for trips of similar length and propulsion method.
2. Rate Approval. Following the annual receipt of notice from the Service concerning the applicable CPI-U adjustment, the Concessioner must submit a written rate request for the following year. The Service generally approves, disapproves or adjusts applicable rates and informs the Concessioner within 30 days of the rate request submittal.
 3. Approved Rate Posting. The Concessioner must publicly post in its written and electronic advertising materials all rates for goods and services provided to the visiting public.
 4. Rate Compliance. The Service periodically checks rate compliance. Approved rates remain in effect until the Service approves changes in writing.

5. Reduced Rates for Federal Government Employees. Reduced rates for federal government employees on official business must be part of the approved rate schedules. The Concessioner must provide, on a space-available basis, river transportation services without charge to Service employees conducting concession review program evaluations, public health evaluations, safety evaluations, or other official business specifically related to the river services required and authorized by the Contract. Meals may be charged at a rate not to exceed the actual cost or the applicable federal per diem rate, whichever is less.
6. The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The Service determines the reasonableness of rates based upon the National Park Service "Concession Management Rate Approval Guide." Although at the inception of the Contract, the method used is as described above, the Service may use another method if it becomes appropriate.

C. Human Resources Management

1. Employee Appearance. Employees must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude.
2. Employee Hiring Procedures
 - a. Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur.
 - b. Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner must make appropriate hiring decisions in consideration of the information obtained.
3. Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. Employees must submit a written request to the Superintendent; an electronic form for this is available from the Service Concessions office. The Concessioner may not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Chief of Concessions Management, Concessions Management Specialists, Risk Management Officer, or Public Health Consultant.

4. Specialized Requirements. This Operating Plan and the Commercial Operating Requirements (Attachment 1) describe specialized qualifications for certain employees which must be adhered to by the Concessioner.

D. Franchise Fee

The Concessioner pays a franchise fee according to the Contract, Section 5. Fee. The gross receipts subject to and excluded from franchise fee are defined in the Contract, Addendum 1, General Provisions.

Gross receipts from required and/or authorized services are subject to the franchise fee. Required and/or authorized services are considered essential for on-river trips and are included in the approved rates. The following are considered part of required and/or authorized services: transportation of clients via power boat to/from locations downstream of Separation Canyon, transportation services to put-in and from take-out points on the river, helicopter in/out of Whitmore, transportation in/out of Bar 10 to Las Vegas, and Hualapai recreational fees.

Gross receipts excluded from the franchise fee include optional services not required or necessary as part of the taking of a river trip by the client, services not included in rates approved by the Superintendent, tribal entrance fees, and the actual net cost to the Concessioner of providing pre-trip and post-trip services to clients for their convenience, including lodging, meals, and transportation costs.

E. Fees

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

F. Special Focus Trips

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

G. Employee Training

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

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

H. Insurance

1. See the Contract, Section 8, "Indemnification and Insurance" and Exhibit D, "Insurance Requirements" for insurance information.

2. Uninsured river trips are not allowed. The Concessioner must not operate without insurance and the Contract may be terminated if the Concessioner fails to have insurance in accordance with the Contract.

V. SHUTTLE VEHICLES AND DRIVER LICENSING, REGISTRATION, AND MAINTENANCE

A. Transportation of Clients

Pursuant to the Contract, the concessioner may transport clients from their meeting point to the Lee's ferry put-in or trailheads (for exchanges), and from take-out points at trailheads, Diamond Creek or South Cove. Only those transportation services authorized by Grand Canyon National Park or Lake Mead National Recreation Area may be utilized by the Concessioner to make these reservations for their clients.

B. Registration, Licensing, Insurance, and Maintenance

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

C. Driver Requirements

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

D. Identification

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

E. Watercraft

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

VI. REPORTS

A. Reporting Requirements

1. Concessioner Operational Reports. The Concessioner must allow the Service and/or its designated representatives to review supporting documentation for all Concessioner operational reports upon request.

2. Financial and Operational Statistics. The Concessioner must provide the Service operational statistics and financial information in a mutually agreed upon format and schedule.
3. Monthly Financial Report. The Concessioner must make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debt (PAD) system. The Concessioner must submit a Monthly Financial Report electronically, in the form prescribed by the Service budget office, using the Online Launch Calendar (OLC), no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Concessioner must submit the form even if all the data reported are zero. The Service budget office gathers all the information submitted and debits the payer's designated bank account on the 20th day of each month or the first business day thereafter.
4. Incident Reports and Gastrointestinal Illness Reports. See Attachment 1, "Commercial Operating Requirements," Section II. Emergency Equipment and Procedures, G. Incident Reports and H. Gastrointestinal Illness Reports for additional information.

B. Summary of Reporting Requirements

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

SUMMARY OF REPORTING REQUIREMENTS			
Title	Schedule	Due Date	Reference
Franchise Fee	Monthly	15 th day of the month	Contract, Sec. 5 (b)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.	Contract, Sec. 7 (b)
Other Reports and Data	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.	Contract, Sec. 7 (c) (2)
Promotional Materials	As required	At least 30 days prior to projected need/printing date.	Contract, Addendum 1, Section 3, and Operating Plan, Sec. VII. A. 2
Environmental Data, Reports,	As required	As required.	Contract, Addendum 1,

SUMMARY OF REPORTING REQUIREMENTS			
Title	Schedule	Due Date	Reference
Notifications, and Approvals			Sec. 4
Notice of Bankruptcy or Insolvency	As required	Provide notice (within 5 days) after the filing of petition in bankruptcy, filing petition seeking relief of the same or different kind under provision of the Bankruptcy Act, or making assignment for the benefit of creditors.	Contract, Addendum 1, Sec. 7
Client list	November 30 th annually	Submit a list of each client's full legal first and last names, date of birth, zip code and trip launch date	Operating Plan, Sec. III. C. 1.
Employee Handbook	Initial	30 days prior to release; updates provided as needed	Operating Plan, Sec. IV. G. 9
Monthly Financial Report	Monthly	15 th day of the month	Operating Plan, Sec. VI. A. 3
Concessioner Risk Management Plan	Initial Annual	Within 120 days of the effective date of the Contract. Updates due by April 1	Operating Plan, Sec. VII
Visitor Comments Summary Report	Bi-annually	July 30 th and November 15 th	Operating Plan, Sec. XI A
Complaints	Upon receipt	Upon receipt	Operating Plan, Sec. XI B
Survey and Visitor Response Data	As required	Concessioner collected customer satisfaction data within 14 days of receipt by the Concessioner.	Operating Plan, Sec. XI. C
Boat List	As updated	Service must approve changes of watercraft or capacities	CORs, Sec. I. A.
River Trip Incident Report Form	As required	Report immediately to Service Dispatch	CORs, Sec. II. I,
Gastrointestinal Illness Report Form	As required	Promptly report to Service Dispatch or as required in CORs, Supplement J and K	CORs, Sec. II. J and Supplements J & K
River Guide License Database	As required	Keep trip leader and guide record of minimum certifications and experience in Concessioner files and on the Online Launch Calendar.	Commercial Operating Requirements, Sec. III. A
Drug-testing Summary Report	Annually	Not later than December 1 of each year.	Commercial Operating Requirements, Sec. III. D
Online Launch Calendar (OLC)	As required	Passenger and trip information must be entered into the OLC before the	Commercial Operating

SUMMARY OF REPORTING REQUIREMENTS			
Title	Schedule	Due Date	Reference
		morning of the launch. See Commercial Operating Requirements, Sec. VI for additional information.	Requirements, Sec. VII
Certificate of Insurance	Initial	Provide the Certificate of Insurance at the time insurance is first purchased, and as renewed and/or updated. The Service must always have a current certificate on file.	Contract, Exhibit D, Sec. I
	Annual		
Visitor's Acknowledgement of Risks Form	Initial	Provide at beginning of Contract, and as Changed	Operating Plan, Sec. XII.

VII. CONCESSIONER RISK MANAGEMENT PROGRAM

Per the Occupational Safety and Health Act of 1970 and the National Park Service Risk Management Program, the Concessioner must provide a safe and healthful environment for all of its employees and clients. The Concessioner must develop, implement, maintain, and follow a Concessioner Risk Management (Loss Control) Program to ensure a safe and risk-free employee and client environment. The initial plan must be developed and submitted to the Service within 120 days of the effective date of this Contract. The Concessioner must submit the plan for review and approval by the Service by April 1st annually, in accordance with Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and National Park Service guidelines. The program must include, at a minimum, the following components:

- A. Management's Policy Statement, Duties, Employee's Responsibilities, and Administration.
- B. Inspection and Abatement.
- C. Accident Investigation and Reporting.
- D. Safety/Health Committee.
- E. Training.
- F. Emergency Procedures.
- G. Hazard Communication.
- H. Emergency Response Plan for dealing with incidental and non-incidental spills.
- I. Client suitability assessment to promote successful completion of the trip.

VIII. LOST AND FOUND POLICY

The Concessioner should make a reasonable effort to check with other concessioners when its employees find an item, and thereafter must turn in any such items to Area headquarters. The Concessioner should direct clients who have lost or found items to Park headquarters. Finders, Service employees, volunteers, and concession employees are not entitled to claim lost and found items.

IX. PROTECTION AND SECURITY

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

X. PUBLIC RELATIONS

A. Required Notices

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

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

Please address comments to:

Superintendent
Grand Canyon National Park
P.O. Box 129
Grand Canyon, AZ 86023

B. Advertisements and Promotional Materials

1. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public within Grand Canyon National Park.
2. The Service must approve all promotional material prior to publication, distribution, and broadcast. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Service may require unapproved promotional material be removed from circulation.

3. The Concessioner must submit brochure changes and layout to the Service for review at least 30 days prior to projected need/printing dates. The Service will make every effort to respond to minor changes to brochures and other texts within 15 days. Longer periods may be required for major projects or where Service assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.

C. Public Statements

Any questions concerning operations in the Area, the Service, or concerning any incidents occurring within the Area must be referred to the Park Superintendent.

XI. VISITOR SURVEYS, COMMENTS AND COMPLAINTS

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

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

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

C. Survey and Visitor Response Data. The Concessioner must provide to the Service within 14 days of receipt any customer satisfaction data collected by a third party that is provided to the Concessioner. The Superintendent must approve, in advance and in writing, any and all surveys conducted by the Concessioner.

XII. VISITOR'S ACKNOWLEDGEMENT OF RISKS

- A. The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.
- B. The Concessioner may require clients participating in activities or renting equipment to sign a Visitor's Acknowledgement of Risks form. The Service-approved Visitor's Acknowledgement of Risks form is provided as Attachment 2 to this Operating Plan.

- C. The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of any proposed changes in the form.

- D. If no Visitor's Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Contract.

Effective: _____, 20____

By: _____
Superintendent, Grand Canyon National Park