

**EXHIBIT B
OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Canyon National Park, Glen Canyon National Recreation Area, and Lake Mead National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

This plan will be reviewed annually by the Superintendent of Grand Canyon National Park (hereinafter referred to as the "Superintendent") in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

Helpful resources for Concessioners are available on the National Park Service Commercial Services website. (<https://www.nps.gov/subjects/concessions/index.htm>)

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate one representative who:
 - (a) Has the authority and the managerial experience to operate the required and, if applicable, authorized services within the Area;
 - (b) Employs a staff with the expertise and training to operate all required and, if applicable, authorized services under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) The Concessioner must designate a backup representative in the absence of its primary representative.
- (3) The Concessioner must maintain and provide a current, accurate contact information list to the Service with all appropriate points of contact according to the schedule noted in the Initial and Recurring Due Dates table at the end of this Operating Plan.

B) Service

The superintendent of each park in the Area is responsible for operations within the boundaries of its designated park unit. Each superintendent carries out the policies and directives of the Service. Directly, or through designated representatives, the Superintendent of Grand Canyon National Park is the primary superintendent responsible for reviewing, directing, and coordinating the Concessioner's activities relating to the Contract. This includes:

- (1) Evaluation of Concessioner services;
- (2) Review of rates charged for all commercial services and products;
- (3) Review and approval of changes to services, advertisements, and other items outlined in the operating plans;
- (4) Implementation of the 2006 CRMP; and,
- (5) Coordination with the superintendents of Lake Mead National Recreation Area and Glen Canyon National Recreation Area for the purposes of administering this Contract.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

C) Scope and Quality of Service

- (1) This Operating Plan is based in part on the requirements of [the 2006 Colorado River Management Plan \(CRMP\)](#). Under the CRMP, the Service will monitor river use and its effects on the resources and values of the Area. The CRMP is subject to revisions from time to time by the Service. Such revisions will become effective in this Operating Plan when made.
- (2) This Operating Plan covers the administrative aspects of the operating requirements while the CRMP Appendix C: Commercial Operating Requirements (COR - Commercial Operating Requirements), available at https://www.nps.gov/grca/learn/management/riv_mgt.htm generally covers the operating requirements applicable to in-progress commercial river trips.
- (3) The Concessioner must provide all services in a consistent and high-quality manner. The Service's Concessioner Review Program standards are service minimums. The Concessioner must monitor its operations to ensure it meets quality standards.
- (4) The Concessioner at all times is responsible for all aspects of services authorized by its Contract. The authorized Concessioner assumes financial risk, insurance liability, and receives payment for commercial services performed within the Area.
- (5) The Concessioner must follow all Applicable Laws for employment, coverage by Worker's Compensation insurance, and coverage by the Concessioner's liability insurance. The Concessioner must not use "work-your-ways" in lieu of paid staff that are essential to accomplishing the specific purpose of a given trip.
- (6) *Subletting of User-Days*. The Contract assigns annual user-day allocations to the Concessioner. The Concessioner must not sublet, transfer, convey or otherwise make available for the use of any other Concessioner or entity its assigned allocations without the specific prior written approval and direction of the Service. See the COR - [Commercial Operating Requirements](#) which describes how the Concessioner may transfer user days or accommodate an overage of user days.
- (7) The Concessioner may book trips no more than 24 months in advance given the Service has approved its launch schedule.

D) Schedule of Operation

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

E) Rate Determination and Approval Process

- (1) *Rate Determination*
 - (e) All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD), unless and until it determines a different method is appropriate for the services offered. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
 - (f) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the

Park.” Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area. Furthermore, the Service will annually review the CMD method of rate approval to ensure that significant changes have not occurred in the marketplace necessitating use of another rate approval method. The Superintendent may rescind the use of CMD with 30 days advanced notice if he/she determines that the competitive situation has changed.

(2) *Rate Compliance*

- (a) The Service checks rate compliance throughout the term of the Contract at its discretion.
- (b) The Concessioner is responsible for rate compliance in all forums, including, but not limited to, the Concessioner’s website, the Concessioner’s telephone reservations system, and third-party booking agents and intermediaries.

(3) *Reduced Rates for Federal Government Employees*

- (a) 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 provided by the Contract. The Concessioner may charge the Service for meals at a rate not to exceed the actual cost or the applicable federal per diem rate, whichever is less.
- (b) Other than specified above, the Concessioner must not provide goods and services to government employees or their families without charge or at reduced rates that are not available to the general public.

F) Purchasing

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

G) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to client comments, compliance with the Contract including all of its Exhibits, and other operational performance as appropriate. The inspection should make special note of whether the Concessioner is in compliance with the terms and conditions included in the Contract pursuant to either 36 C.F.R. § 51.19 (“appropriate elements of the best proposal”) or 36 C.F.R. § 51.32 (“better terms and conditions of the best proposal” incorporated into the Concessioner’s amended proposal pursuant to its right of preference). The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner’s services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request

- the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, personal property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
- (a) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. See Section 4 Specific Operating Standards and Requirements for more information.
 - (b) The Service may delay or terminate trips at any time within the Area if the Concessioner does not meet conditions set forth in the Contract, or until noted deficiencies are corrected.
- (3) *Annual Overall Rating*. The Service will determine and provide the Concessioner by March 15th an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, and Environmental Management Program Evaluation Report.
- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, and workers compensation insurance.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
 - (d) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) *Other Audits or Inspections*
- (a) Public Health Program Evaluation. A representative of the Service's Public Health Program will conduct formal inspections of the Concessioner's food and beverage operations. These Service evaluations will be conducted in accordance with Public Health Service procedures based upon the U.S. Food Code.
 - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
 - (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

- (d) Other Inspections. The Service reserves the right to join a river trip or visit a camp at any reasonable time for any evaluation or when otherwise deemed necessary.
- (e) Visitor Satisfaction Monitoring. The Service reviews visitor comments and complaints on Concessioner services and associated responses. These may be incorporated into the Annual Overall Rating.
- (f) The Concessioner must make Service-approved comment cards and/or an internet web based electronic system available to clients in order to measure service and quality standards. If an internet or electronic comment system is proposed, the Service must be granted direct access to review comments entered into the system.
- (g) The Concessioner must forward a summary report of all comments received through its regular feedback questionnaires, etc. to the Service annually, by December 15th each year. The Service and Concessioner will mutually agree upon the form of the summary.
- (h) The Concessioner must promptly provide to the Service client and visitor comments that allege misconduct by Concession or Service employees, pertain to the safety of clients, other visitors, Concessioner and Service employees, or concern the safety of Area resources.
- (i) The Service will forward to the Concessioner any comments and complaints received regarding the Concession services. The Service must also provide copies to the Concessioner of its responses to comments or complaints received by the Service.
- (j) The Concessioner must investigate and respond to all client and visitor complaints regarding the Concession services in a timely manner (within two weeks of receipt). The Concessioner must provide the Superintendent with copies of the Concessioner's response to complaints as soon as possible, but no later than ten days from the date of the response.

H) Resource Protection

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

I) Lost and Found Policy

The Concessioner must make a reasonable effort to check with other concessioners and the private boating community when its employees find an item, and thereafter must turn in any such items to Area headquarters. The Concessioner must have a lost and found policy that is reviewed by the Service and conforms to NPS guidelines found in Personal Property Management Handbook #44.

J) Abandoned Property

The Service may remove any property the Concessioner leaves unattended for 24 hours on Service administered lands and deliver it to the Concessioner at the Concessioner's expense.

K) Transportation

- (1) *Driver's License*. Drivers must comply with state law regarding driver licenses.

- (2) *Licensing, Insurance, Maintenance and Registration.* All vehicular equipment used by the Concessioner must be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations.
 - (a) The Concessioner must properly register and license each of its vehicles in accordance with all Applicable Laws. The original vehicle registration certificate, proof of insurance coverage, and safety inspection must be carried in the vehicle.
 - (b) Concessioner-owned vehicles must be in sound mechanical condition and have an overall maintained and clean appearance. Interior and exterior must be in good physical condition. Vehicles must be reasonably free of rust, chipped or discolored paint.
 - (c) Each Concessioner-owned vehicle must have at least one accessible fire extinguisher in working order. The fire extinguisher must be at least a 5-lb. ABC type.
 - (d) Each Concession vehicle entering the Area must be clearly marked with the Concessioner's name and/or logo on each side of the vehicle.
- (3) *Vessels*
 - (a) Registration. All motorized watercraft operating on the Colorado River within the Area must be registered in accordance with the Arizona Game and Fish Department (AZGFD, Article 3, 5-321,E. and 5-326,C.) and must carry a valid registration card on board at all times. See the COR - [Commercial Operating Requirements](#), Section I. Watercraft and Capacities
 - (b) Name and Logo. The Concessioner's name and logo must be displayed on watercraft in block lettering and clearly visible to aid in observation/identification. This applies to rafts and dories only, and not to individual watercraft.

L) Human Resources Management

- (1) *Employee Identification and Appearance.* Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Crew must wear standardized apparel to identify them as crew at least on the first day of the trip and whenever new clients join a trip.
- (2) *Staffing Requirements.* Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full- time employment may occur. The Concessioner must meet all applicable requirements of the U.S. Department of Labor.
- (3) *Harassment Free Work Environment.* The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace, procedures for addressing complaints, and conduct educational program(s) for its employees to deter sexual harassment and a hostile workplace environment.
- (4) *Drug-free Awareness and Testing Program.* The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational programs for its employees to deter drug and alcohol abuse. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment.
- (5) *Background Checks.* The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (6) *Employment of Service Employees or their Family Members*
 - (a) The Concessioner must not employ in any status a Service employee, their spouse, or their dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service, as found in an

Attachment to this Operating Plan. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.

- (b) The Concessioner may not employ in any status the following Service employees: the Superintendent, Deputy Superintendent, Commercial Services staff, Safety/Risk Management Officer, Public Health Service Consultant, or any of these individuals' spouses or dependent children.
- (c) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

M) Employee Training

- (1) *Training Program Outline.* The Concessioner must maintain and provide to the Service an outline of its program for employee training at the beginning of the Contract term and thereafter upon request.
- (2) *Employee Orientation.* The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area. This must include:
 - (a) Understanding of the provisions of the Contract, this Operating Plan, and the COR - [Commercial Operating Requirements](#).
 - (b) Knowledge of the nature and purpose of the National Park Service in general, and the Area in particular.
 - (c) The natural and cultural resources of the Area and regulations protecting these resources.
- (3) *Job Training.* The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public.
- (4) *Food Service Training.* The Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service-Directors Order 83, Public Health, especially Reference Manual (F) – Backcountry Operations, as they now exist or as they may be amended from time to time. See the COR - [Commercial Operating Requirements](#), for more information on guide qualification requirements and food service requirements.
- (5) *Environmental and Risk Management.* The Concessioner must provide applicable training in environmental and risk management to employees, including spill management, for all in-Area operations.
- (6) *Interpretive Training.* The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and/or safety orientation services. The Concessioner must work closely and coordinate with the Service to improve the methods of preparing and presenting effective interpretation. Service staff will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to Area themes.
- (7) *Service-sponsored training.* The Concessioner must encourage employees to attend any Service-sponsored training relating to concession operations.
- (8) *American Indian Perspectives.* The Concessioner must provide training for guides on American Indian perspectives of the natural and cultural resources of the Area.
- (9) *Employee Handbook.* The Concessioner must provide all employees with a handbook that describes the policies and regulations of the Concessioner and the Service. The Concessioner must provide its employee handbook to the Service for a 30-day review prior to distribution to

employees. The Concessioner must provide a current copy to the Service as it updates the handbook.

- (10) *Concessioner Responsibility for Employee Behavior.* The Concessioner's training program must include understanding and responsibility for guides to fulfill the terms and conditions of the Contract. The Concessioner is responsible for the behavior of its employees to the extent allowed under Applicable Laws.

N) Concessioner Risk Management Program

- (1) The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Program in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. The Concessioner must submit its Risk Management Program for Service acceptance **within 120 days following the effective date of the Contract**. The Concessioner must update the plan annually thereafter by December 31 of each year and submit it to the Service for review. The program must address, at a minimum, the Risk Management Program Standards, a copy of which can be found on the [Concessioner Tools section of the Commercial Services website](#), and the following:
- (a) Client suitability assessment to promote successful completion of the trip.
 - (b) Safety program for client use, if offered, of individual watercraft, limited to inflatable kayaks, hard shell kayaks, whitewater canoes, or stand-up paddle boards.
- (2) *Illness and Infestation Prevention and Response.* The Concessioner must include in its risk management plan detailed inspection, prevention, and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses or pest infestations. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, coronavirus, hanta virus, West Nile virus, influenza, rabies, Rocky Mountain spotted fever, and tick-borne relapsing fever.
- (3) *Emergency Action Plan*
- (a) As part of its Risk Management Program, the Concessioner must include an Emergency Action Plan (EAP) that describes the steps it will take in the event of an emergency. The EAP must include the Concessioner's procedures for:
 - notifying its clients of an Area closure and mandatory evacuation
 - notifying management, staff and employees of an Area closure and mandatory evacuation
 - providing transportation and other assistance needs for clients and employees
 - securing personal property
 - providing timely information on the progress and status of its evacuation efforts
 - (b) The EAP must also include a list of contact personnel responsible for implementing and supervising the Concessioner's evacuation efforts.

O) Protection and Security

- (1) The Service provides visitor protection (law enforcement) on the river. The Service will handle all violations of federal, state, or county regulations or policies. Other federal agencies, State, or County officials may also conduct such enforcement activities.
- (2) The Concessioner must report emergencies by calling 911.
- (3) *Firearms.* See COR - [Commercial Operating Requirements](#).

P) Environmental Management Program

- (1) The Concessioner must develop, implement, and maintain an Environmental Management Program (EMP) in accordance with [NPS Environmental Management Program Standards](#).
- (2) *Best Management Practices (BMPs).* The Concessioner is encouraged to use BMPs in all aspects of its operation. BMPs are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level

of environmental performance. BMPs will change from time to time as technology evolves with a goal to enhance the sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(3) *Hazardous and Miscellaneous Waste Management*

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

Q) Advertisements and Promotional Material

(1) *Promotional Material*

- (a) Approval. The Concessioner must submit any new or updated press releases or promotional material, including websites, radio, television, or other media (not including social media, which is discussed below), to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc.
 - (b) Publications must be accurate.
 - (c) The Superintendent may require the Concessioner to remove any unapproved promotional material.
- (2) *Social Media*. The Concessioner must notify the Service of any social media sites it establishes (Facebook, Instagram, Twitter, etc.), and must allow Service employees to follow those sites. The Concessioner must monitor its social media pages for offensive postings or depictions of inappropriate activities. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery or upon request by the Service.
- (3) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the Commercial Services website.
- (4) *Statements in Promotional Materials*
- (a) Authorization. Advertisements for the Concessioner must include either the Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Canyon National Park.
 - (b) Equal Opportunity. Advertisements for employment must state the Concessioner is an equal opportunity employer.
- (5) Commercial filming. See [Superintendent's Compendium](#) for guidance on filming activities and restrictions.

R) Entrance and Permit Fees

- (1) Grand Canyon National Park is a designated federal recreation fee area. See Attachment A to this Operating Plan for additional information about entrance fees, fee exemptions, and fee waivers.
- (2) The rate amounts do not include the Area entrance fee. All trip participants must either already possess or purchase an entrance pass. The Service intends for the Concessioner to collect per-person entrance fees from trip participants who do not already possess a valid Area entrance pass. The Concessioner, if it agrees, will sign a separate agreement with the Service and remit such fees promptly. The Commercial Entrance & Permit Fee Voucher Report is due monthly on the 15th day of the month for the previous month.

- (3) Employees may participate in the Service's Volunteers in Parks (VIP) program. See the [VIP Program website](#) for more information.

4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

S) Standards

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

- (1) *Standards*. The Concessioner must meet the Guided Water Float standards located on the [Commercial Services Website](#).
- (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards:
- Standards 1-17 – Ticket Office Exterior and Interior – The Concessioner does not have assigned buildings within the Area.
 - Standards 18-22 – Building Safety – The Concessioner does not have assigned buildings within the Area.
 - Standards 23-33 – Maintenance Area/Building – The Concessioner does not have assigned buildings within the Area.
 - Standards 38-39, 41-42 – Launch Facilities – Launch Facilities are maintained by the Service.
 - Standard 64-65 – Food and Beverage Day Trips – The Concessioner is not authorized to run day trips. The Service will evaluate temperatures as part of the backcountry food and beverage operation.
- (2) *Backcountry Food Service Standards*. The Concessioner must meet the Food and Beverage (Backcountry) standards located on the [Commercial Services Website](#).
- (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards:
- Standard 5 - Meals – Fire rings prohibited. All fires (wood or charcoal) must be contained in a raised fire pan. See COR - [Commercial Operating Requirements](#) for specific guidance.
 - Standard 18 – Food Preparation Areas - Tableware and drinkware are not required to be disposable.
- (3) *Additional General Operating Requirements*
- (a) The maximum number of people (clients plus crew) per trip is 32.
- (b) The Concessioner does not have an exclusive right to use any campsite(s), roads, trails, routes, ramps, or takeouts, other than as described in the Commercial Operating Requirements and/or the Superintendent's Compendium.
- (c) Ensuring Compliance with "One Trip Per Year" Rule. Before booking a client on a trip, the Concessioner must ensure the client understands and complies with the One Trip Per Year Rule as required by the 2006 CRMP. This rule states that no recreational user may participate in more than one recreational trip through any part of the Lees Ferry to Diamond Creek section of the Colorado River within any given calendar year.
- The Concessioner must provide the following or similar language on its website, as well as in other trip literature as they are updated:
One Trip Per Year. "Due to limited availability, the National Park Service has

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

- The Concessioner must work with the other Area guided multi-day interpretive whitewater river trip concessioners to establish a system approved by the Service to ensure compliance with the One Trip Per Year Rule and provide to the Service a report certifying the Concessioner is in compliance.
- (d) Booking Agent. The Concessioner may enter into agreements with booking agents. The booking agent may take reservations for trips for which the Concessioner pays the agent a booking fee. The booking agent may not charge a fee to the client in excess of the CMD rate for the trip. Advertising for trips by booking agents must state clearly the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.
- (4) *Charter Trips*
 - (a) The Concessioner may provide charter trips for exclusive groups (such as organized groups, groups of friends, family groups, commercial businesses, and non-profit organizations).
 - (b) The group chartering the trip may not charge an additional fee to participants for the activity within the Area, unless approved by the Superintendent in advance. The group may provide a special educational focus (such as photography, geology, human history) at no extra charge.
 - (c) Advertising of charter trips must state clearly the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.
 - (d) The Concessioner must provide the above information to the leader or organizer of each proposed charter trip.
- (5) *Special Focus Trips*. The Concessioner may provide special focus trips, such as photography, history, and archeology trips; however, the purpose of the trip must relate to the resources of the Area. The Concessioner must not require clients to pay more for a special focus trip unless the Superintendent approves a higher rate in advance.
- (6) Transportation of Clients. The Concessioner is authorized to transport clients to the put-in points and from the take-out points on the river, which cross into a national park. If the Concessioner does not provide transportation services, the Concessioner may arrange transportation with Commercial Use Authorization holders or allow clients to provide their own transportation.
- (7) *Visitor's Acknowledgement of Risk*
 - (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
 - (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as Attachment B to this Operating Plan.
 - (c) The Concessioner must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of implementing any proposed changes in the form.
- (8) *Interpretive Services*
 - (a) The Concessioner must interpret Area natural and cultural resources to clients with the objective of instilling in them an appreciation of the Area. This interpretation must include

American Indian perspectives on Area resources. The Concessioner's interpretive messages must also include, but are not limited to, safety, resource and environmental management issues and objectives, primary interpretive themes, low-impact use of the river corridors, and some of the more common plants and animals inhabiting the Area.

- (b) The Concessioner must provide thematic interpretation. Employees must demonstrate their knowledge of the Area, the Area's goals and objectives, and appropriate interpretive techniques in their programs.
- (c) The Concessioner must work with the Service to develop interpretive messages. Within 120 days of Contract execution, the Concessioner must submit to the Service for review and acceptance a written plan for its interpretive program that outlines a basic description of topics to be covered, bibliography of resource materials proposed for use, and the scope of employee training. It must also include baseline information that the Concessioner will expect each of its guides to be able to share with clients.
- (d) The Concessioner must share all updates on issues or resources provided by the Service with its clients.
- (e) Primary Parkwide Interpretive Themes. The following interpretive themes are from Grand Canyon National Park's 2010 Foundation Statement.
 - *Inspiration*. The immense and colorful Grand Canyon is valued worldwide as one of the Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.
 - *Native American Connections*. Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence for some, offering us an opportunity to consider the powerful and spiritual ties between people and place.
 - *Water* is the lifeblood of Grand Canyon — a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples, a provider of recreation, and a central factor in the exploration, development, and politics of the American West.
 - *Geology*. The Colorado River and other erosional forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.
 - *Preservation*. Grand Canyon has sustained people materially and spiritually for thousands of years – wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.
 - *Biology*. Extreme changes in elevation, exposure, and climate in Grand Canyon support a remarkable range of biotic communities in unusual proximity; a relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.

T) Additional Commercial Operating Requirements

- (1) COR - [Commercial Operating Requirements](#), contains additional requirements for the Concessioner's operations. Topics covered include but are not limited to:
 - (a) Watercraft and Capacities
 - (b) Emergency Equipment and Procedures
 - (c) Trip Leader and Guide Requirements
 - (d) Environmental Protection and Sanitation
 - (e) Restricted Areas
 - (f) User-Day allocations
 - (g) Online Launch Calendar and Launch Limitations
 - (h) Trip Limitations

- (i) Training Trips
- (j) Lees Ferry Launching Procedures
- (k) Exchanges
- (l) Diamond Creek Road and Launch Area
- (m) Take-out and Power Boat Services
- (n) Quagga Mussel Prevention Procedures
- (o) Activity on Adjacent Lands

5) REPORTING REQUIREMENTS

U) Concessioner Operational Reports

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

- (1) *Management Listing*. Within 30 days following the effective date of the Contract, the Concessioner must provide the Service a list of its key management and supervisory personnel, with office and emergency phone numbers and email addresses for each. The Concessioner must update this list as it changes.
- (2) *Incident Reports*. See COR - [Commercial Operating Requirements](#).
- (3) *Human Illness*. See COR - [Commercial Operating Requirements](#).
- (4) *Certificates of Insurance*. At least ten days prior to the Concessioner's first trip of the year, appropriate Certificate(s) of Insurance covering the Concessioner's activities in the Area must arrive at the Service Commercial Services Office. Also, prior to expiration of a policy, the Concessioner must provide a new Certificate of Insurance to the Service. See the Contract Sec. 6. Insurance, and Exhibit D, Insurance Requirements, for insurance information.
- (5) *Annual Accomplishment Report*. At the end of the operating year, and due no later than December 31, the Concessioner must submit a report to the Area Commercial Services Office describing its accomplishments and incidents for the previous operating season. The report must include the following, and may include any other information the Concessioner believes is pertinent:
 - (a) A list of accomplishments
 - (b) Any pertinent information about staffing and employee training
 - (c) Acquisition of new equipment or projects undertaken
 - (d) A list of any client or employee accidents or injuries that occurred within the Area (include the OSHA 300 Employee Injury Log with lost days for employee injuries, if applicable)
 - (e) Significant incidents, accidents or near misses and how the Concessioner managed them
 - (f) Highlights of the Concessioner's risk management program
 - (g) Highlights of the Concessioner's environmental program including:
 - Status of goals, policies, and procedures in its Environmental Management Program
 - Status of corrective actions taken to address any violations of Applicable Laws
 - Resource use data including gas, propane or other energy sources or types of fuel
 - (h) A summary of visitor comments
 - (i) A certification by the Concessioner that it has reviewed the results of all required drug tests on its employees or potential employees and has dealt appropriately with any who failed the test.
 - (j) Any remarks, suggestions, or unresolved matters.
- (6) *Trip Reports* Concessioners must maintain a file for trip reports completed for each river trip. Each report should include launch date, crew size, number of clients, oar or motor, camp and

stops for lunch and side hikes for each day. The Concessioner may use the form provided as Attachment D, Trip Report.

- (7) *Operational Performance Report.* The Concessioner must provide an operational performance report to the Service annually by December 15th. The Concessioner must present the data electronically. The report must include operational statistics and financial information for each activity as follows. The majority of this data can be pulled from the Online Launch Calendar, although Concessioners must ensure all data is updated by December 15th of each year.
- (f) Dates of all launches
 - (g) Trips launched by motor or oar trip
 - (h) Number of clients by river section (upper, lower, Whitmore-down)
 - (i) User days used
 - (j) User days transferred or 'borrowed' between the Concessioner and another identifies concessioner.

V) Concessioner Financial Reporting

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

- (1) *Franchise Fee Payments.* The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov, or updated system dictated by the Service.
 - (a) The Concessioner pays a franchise fee according to the Contract, Section 5. Fee. The gross receipts subject to and excluded from franchise fee are defined in the Contract, Addendum 1, General Provisions.
 - (b) Gross receipts from required and authorized services are subject to the franchise fee. Gross receipts generated from services provided entirely outside park boundaries are not subject to franchise fees.
- (6) *Monthly Financial Report.* The Concessioner must submit a Monthly Financial Report electronically, in the form prescribed by the Service, to the Superintendent no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Service will work with the Concessioners as this data may be pulled from Pay.gov. The Concessioner must submit the form even if all the data reported are zero. The report must include:
 - (a) Gross Receipts
 - (b) Franchise Fees paid
 - (c) Entrance Fees paid

W) Summary of Initial and Recurring Due Dates

The following table summarizes the reporting responsibility of the Concessioner.

Title	Schedule	Due Date
Monthly Financial Report (including Franchise Fees paid)	Monthly	15 th day of the month
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year.
Other Reports and Data	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract, including, but not limited to, operational information – such as trip reports or visitation statistics per type of trip.
Promotional Materials	As required	At least 30 days prior to projected need/printing date.
Notice of Bankruptcy or Insolvency	As required	Provide notice (within 5 days) after the filing of petition in bankruptcy, filing petition seeking relief of the same or different kind under any provision of the Bankruptcy Code or its successor or making any assignment for the benefit of creditors.
Employee Handbook	Initial	30 days prior to release; updates provided as needed
Commercial Entrance & Permit Fee Voucher Report	Monthly	15 th day of the month
Concessioner Risk Management Program	Initial Annually	Within 120 days of the effective date of the Contract. Updates due by December 31
Visitor Comments Summary Report	Annually	December 15 th
Complaints	Upon receipt	Upon receipt
River Trip Incident Report Form	As required	Within 48 hours of trip completion. See COR - Commercial Operating Requirements, Supplement I for reporting instructions.
Gastrointestinal Illness Report Form	As required	See COR - Commercial Operating Requirements, Supplement J and K for reporting instructions.
River Guide License Database on the OLC	As required	Keep trip leader and guide record of minimum certifications and experience; provide to Area upon request
Certificates of Insurance	Initial and Annually	Initially at least 10 days prior to the first trip, and a new certificate prior to the expiration of the prior certificate.
Visitor's Acknowledgement of Risk Form	Initial and as Updated	Provide within 60 days of the Effective Date of the Contract, and at least 30 days prior to any changes
Key Personnel Listing with Job Titles	Initial and As Required	Within 30 days of the Effective Date of the Contract and as updated
Accomplishment Report	Annually	By December 31 st each year

Effective: _____, 2024

By _____

Superintendent, Grand Canyon National Park

6) ATTACHMENT A: ENTRANCE FEES

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

ENTRANCE FEE EXEMPTIONS:

- A. Persons age 15 and younger, including foreign visitors.
- B. Persons conducting official business, including contractors, vendors and employees of Grand Canyon National Park.
- C. Residents of Grand Canyon National Park accessing their property.
- D. Members of American Indian tribes, as that term is defined in NPS Management Policies, entering Grand Canyon National Park for traditional activities.

EDUCATIONAL FEE WAIVERS:

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

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

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

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

7) ATTACHMENT B: VISITOR'S ACKNOWLEDGEMENT OF RISK FORM

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

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

[description of risks, including drowning, to be inserted by Concessioner]

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

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

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

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

Printed Name AND Signature

Date

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

Signature of Parent or Guardian

Date

Names and Ages of Minor Children: _____

8) ATTACHMENT C: EMPLOYMENT OF SERVICE EMPLOYEE, SPOUSE OR DEPENDENT

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

Name of Potential Concession Employee:

Name of Concessioner:

Position Title Applied for:

Service Employee Name and Title:

Relationship of Potential Concession Employee to Service Employee:

Other comments:

For Superintendent's Use Only:

I concur with this request for employment _____

OR I do not concur with this request for employment _____

Signed: _____ Date: _____

Superintendent

Definitions:

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

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

References:

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

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

Outside Employment of Service Employees:

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

(1) Prior approval requirement.

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

(2) Form of request for approval.

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

9) ATTACHMENT D: TRIP Report

Concessioner: _____

Launch Date: _____

Crew size: _____

Passengers: _____

Oar or Motor: _____

Day	Camp	Stops (lunch, side hikes)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		