

EXHIBIT B**OPERATING PLAN**

1) INTRODUCTION	1
2) DEFINITIONS	1
3) MANAGEMENT RESPONSIBILITIES	1
A) Concessioner	1
B) Service	1
4) GENERAL OPERATING STANDARDS AND REQUIREMENTS	1
A) Schedule of Operation	1
B) Rate Determination and Approval Process	3
C) Purchasing	4
D) Evaluations	5
E) General Policies	6
F) Human Resource Management	8
G) Possession of Firearms	10
5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....	10
A) Guided Water Tour.....	11
B) Food and Beverage.....	11
C) Retail	12
D) Other Authorized Services	12
6) ENVIRONMENTAL MANAGEMENT PROGRAM.....	13
A) Documented Environmental Management Program	13
B) Environmental Reporting	13
7) RISK MANAGEMENT PROGRAM	13
A) Risk Management Plan	13
B) Emergency Response	14
C) Exculpatory Agreements	14
8) PROTECTION AND EMERGENCY SERVICES	14
A) Law Enforcement	14
B) Structural Fire Protection	15
C) Emergency Medical Care	15
9) UTILITY RESPONSIBILITIES	15
A) Concessioner	15
B) Service	15
10) PUBLIC RELATIONS	16
A) Required Notices	16
B) Public Statements	16
C) Use of the National Park Service Authorized Concessioner Mark ("Mark")	16

D) Website, Social Media, Advertisements, and Promotional Material	16
11) VOLUNTEERS IN THE PARK (VIP) PROGRAM	17
12) REPORTING REQUIREMENTS	17
A) Operational Reports.....	17
B) Operational Statistics by Service Type	18
C) Financial Reports	18
D) Other Reporting	19

1) INTRODUCTION

This Operating Plan between **[Concessioner Name]** (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within 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 in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

A) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. The Concessioner can access [Director's Orders and Related Guidance](#) on the National Park Service website.

3) MANAGEMENT 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 has the following authority: authority and managerial experience for operating the services required under the Contract; employ staff with expertise and training to provide all services required and authorized under the Contract; act as the liaison in all concession administrative and operational matters within the Area; and, responsibility for implementing the policies and directives of the Service. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services. The Service provides a current list to the Concessioner with all appropriate points of contact annually, or as updates occur.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) *Minimum Operating Season.* The Concessioner must provide the required services for Area visitors in accordance with the minimum operating schedule identified below.

Service Type	Minimum Operating Hours
Guided Water Tours (from Hemenway Harbor)	Required: February 1 - November 30. - March 1 to October 31: must be open a minimum of five (5) days per week and offer two (2) tours per day. - February and November: must be open a minimum of four (4) days per week and offer one (1) tour per day. Authorized: December 1 to January 31 and/or additional tour offerings during the required season of February 1 to November 30.
Food and Beverage	Required: If the Concessioner is operating the Desert Princess as its tour vessel, at a minimum, the Concessioner must provide limited food and beverage offerings, from the snack bar on the Desert Princess for all sightseeing tours. Authorized: The Concessioner may provide expanded food and beverage offerings such as table service and catered events aboard the Desert Princess. The Concessioner may also provide food and beverage offerings, including catered events, at the landing. <i>* If the Concessioner chooses to purchase a new vessel or vessels, the Service will work jointly with the Concessioner to define the most appropriate type and level of food and beverage service on the identified tour vessel(s)</i>
Retail	Required: Aboard the Desert Princess the Concessioner must provide convenience items and other retail items as space permits aboard the Desert Princess during all tours. The Concessioner must also provide retail items at the landing. Authorized: The Concessioner may offer additional retail items for sale on board the Desert Princess and at the landing in addition to any required retail service. <i>* If the Concessioner chooses to purchase a new vessel or vessels, the Service will work jointly with the Concessioner to define the most appropriate type and level of retail service on the identified tour vessel(s)</i>
Charters, Special Events, Banquets, Meetings	Authorized: The Concessioner may provide these authorized services either at the landing or aboard tour vessel(s). They must not interfere with the required services under this Contract.
Night and Other Tours (originating/terminating at other marina locations on Lake Mead)	Should the Concessioner provide these authorized services, it must include its hours of operation in its proposed schedule.
Other Services, Photos (fee based)	Authorized: The Concessioner may offer fee-based photography for all visitors. The Service will also consider additional proposed services from the Concessioner, which require Service approval before commencing.

(2) *Proposed Schedule of Operations*

- (a) The Concessioner must submit proposed changes to the established opening and closing dates and operating hours for all Concession Facilities in writing for the Superintendent's approval no later than **30 days in advance** of the Concessioner's proposed implementation and may not implement without written approval from the Superintendent. Once approved, the Concessioner must post all operating seasons and hours online and within the Concession Facilities.
- (b) The Service recognizes that adjustments and changes to the dates of operation may be required based on limitations due to weather, visitation, and safety. The Superintendent will

work with the Concessioner to modify operating schedules to recognize visitor, guest, and employee safety, and efficiency in concessioner operations.

- The Concessioner may institute a 20-passenger minimum to operate during scheduled tours and must include information in all marketing content. During the peak season of March to October, the Concessioner cannot cancel a tour more than 15 minutes prior to departure time and can only be cancelled if there are less than 20 passengers scheduled for the tour. During the shoulder and off-season period of November to February, the Concessioner can require 24 hours' reservation notice to conduct a scheduled tour; if the 20-passenger minimum is not met, the Concessioner is permitted to cancel the scheduled tour a minimum of 24 hours prior to the scheduled tour time.
 - In the event of a weather or other emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff as identified on the contact list provided to the Concessioner.
- (3) *Pre and Post Season Meetings.* The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations during each season. The Concessioner must attend a post-season meeting with the Service to review the season's operation and seasonal procedures.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate approval method is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified rate approval methods has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. The current version of the Rate Administration Guide is available on the [Rate Administration Section of the NPS Commercial Services website](#).
- (a) *Competitive Market Declaration ("CMD").* Unless otherwise noted, rates for guided water tours, food and beverage, retail, charters, special events, banquets, meetings, and other services are set using the CMD rate method.
- (2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the CMD method.
- (a) *Rate Adjustment.* The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
- (b) *Service Rate Monitoring.* The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (passengers) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (c) *Concessioner Rate Monitoring Plan.* **Within 60 days of the Contract's effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must

also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:

- Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification
- (3) *Published Rates and Compliance.* The Concessioner must post or publish its rates. This may include, but is not limited to, written and web-based advertising, brochures and other Concessioner promotional materials, price tags, menus and posted rate sheets, rack rates posted in rooms, Concessioner telephone reservations system, and third-party booking agents.
- (4) *Reduced Rates for Federal Government Employees.* Goods and services will not be provided to government employees who are not on official business, or their families, without charge or at reduced rates unless equally available to the public.
- (5) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.
- (6) *Deposit and Cancellation Policies.* The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses used as comparables or considered as competitors. The Concessioner's approved rate schedule and advertising material must state in detail the conditions under which deposits are refunded or cancellation fees charged. Cancellation and refund policies (including deadlines) must be submitted in writing to the Service for approval prior to each operating season. Concessioner cancellations may have different refund rates than visitor cancellations. Refund due dates must be with industry standards if not immediate.
- (7) *Changes to Rate Methods*
- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
 - (b) Changes Requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method **at least 60 days prior to the date the next rate request is or would be due.** A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).
 - (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service Policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by 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 Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
 - (a) Administrative Compliance Evaluation Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
 - (b) Operational Performance Report. Service staff prepare the Operational Performance Report and rating by considering the individual periodic operational evaluations and weighting them if necessary.
 - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code. Service staff will prepare the Public Health Program Report and rating by considering the public health evaluations.
 - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards,

implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.

- (e) Environmental Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Environmental Management Program ("EMP"). This evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (f) Asset Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
 - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
 - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
 - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the Concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.
 - (d) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
- (c) Quiet Hours. Are 10:00 p.m. to 6:00 a.m. within all Concession Facilities.
- (2) *Checkout Counter Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on NPS [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).

- (3) *Lost and Found.* The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Director's Order 44, Personal Property Management Handbook #44](#), and [41 C.F.R. § 101-41](#).
- (4) *Vehicles Used in Connection with Operation*
- (a) Identification. The Concessioner must include its name and logo, with lettering no larger than three- and one-half inches in height, on every vehicle.
 - (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
 - (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids in the parking area at the landing. All other vehicle maintenance activities must take place outside the Area.
 - (d) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must always maintain egress in or out of the Service-approved designated area.
 - (e) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner.
- (5) *Deliveries.* The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (6) *Integrated Pest Management.* The Concessioner must develop and implement an integrated pest management (IPM) program to manage harmful insects, animals, plants, and other vectors at Concession Facilities. The IPM program must be received by the Area concession management specialist and approved by the Area's IPM coordinator. The Area may conduct IPM inspections covering vector control and exclusion practices, pesticide application practices, and other aspects related to pest management.
- (7) *Interactions with Fish and Wildlife*
- (a) Feeding fish and wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of fish and wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of fish and wildlife.
 - (b) The Concessioner and employees will notify Area's Interagency Communication Center immediately regarding any issues with fish and wildlife.
 - (c) Food storage, trash, and recycling will be bird and animal proof.
 - (d) Preventative measures will be in place to limit exposures to Hantavirus.
 - (e) The Service will provide guidance, oversight and inspections relating to the Lake Mead National Recreation Area's *Quagga Mussel Response Plan*. The Concessioner must provide vessel information, inspection, decontamination wash and other related records and reporting to the Superintendent as directed by the *Quagga Mussel Response Plan*, a copy of which is available from the Service. There must be strict adherence to procedures for bringing in or taking out any equipment that comes in contact with the water. Any equipment, docks, structures, or anything with mussels attached must be hot water washed and ensured that all mussels have been removed before they are sold or transported out of

the Concession Facilities. Since quagga mussel mitigation procedures may change, please contact the Area quagga mussel coordinator at (702) 467-3248 for the most current information.

- (f) All pets must be restrained on a leash as required by 36 C.F.R. § 2.15.
- (8) *Visitor Satisfaction and Monitoring.* The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitor access the electronic version or provide an adequate supply of hard copy surveys. The Concessioner must submit its plan for this system **within 30 days following the Contract effective date.**
 - (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee pertaining to the safety of visitors or the safety of Area resources.
 - (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
 - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
 - (d) The Concessioner must provide the Service with, at a minimum, a monthly electronic report of survey responses, comments, and complaints. The monthly report is due by the 15th of the month following receipt, and the annual report is due on **February 15**. The Concessioner must provide individual comments upon request.
 - (e) The Service is developing standard customer satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.

F) Human Resource Management

- (1) *Employee Identification.* At a minimum, Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. Employees may use these cards for entrance to the Area.
- (2) *Employee Hiring Procedures*
 - (a) 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 program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive or security-sensitive position (e.g., marina and guide staff) or positions where federal or state law requires, to participate in a State accredited drug testing program. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report such use and subsequent action to the Chief Ranger's Office or to a Service Law Enforcement Officer or Special Agent (Investigator) and the Commercial Services staff. These reports must be completed within 48 hours of discovery of illegal actions.
 - (b) Background Checks. The Concessioner must ensure background checks are performed on all new employee hires, to include: local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check for employees operating Concessioner vehicles. The

Concessioner must ensure that these comprehensive background checks are performed every third year for returning employees. When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's Office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender. Employees must allow such a possible release of information as a condition of hire.

- (c) Driver and Vessel Operator Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven. Operators of Concessioner-owned or assigned vessels must have the appropriate qualifications and licenses for each type of vessel. Raft and boat operators must comply with all state of Nevada boating laws, and National Park Service and U.S. Coast Guard requirements.
 - (d) Service Employees. The Concessioner must not employ in any status a spouse or dependent of the Superintendent, Deputy Superintendent, Commercial Services staff, or U.S. Public Health Consultant. The Concessioner must not employ in any status a Service employee, their spouse, minor child, or any other household member without the Service's written approval.
- (3) Training. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
 - (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:
 - Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
 - Emergency Medical Training. The Concessioner must ensure staff involved with any guided tours have a current CPR and First Aid (or higher) certification on file, and available to the Service upon request. For all other employees, the Concessioner is encouraged to allow them to attend emergency medical training, including CPR and First Response courses.
 - Wildlife, Fish, and Vegetation Management. The Concessioner will provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods, identification of noxious weeds, and becoming acquainted with the Area's annual fishing regulations for Lake Mead and surrounding waters.
 - Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U.S. Public Health Service (USPHS) Food Code.

- Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. These employees must demonstrate their knowledge of Area resources, history, and use appropriate interpretive techniques in their presentations to visitors. The Concessioner will work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
 - Service Provided Training. Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
- (4) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the appropriate law enforcement agency in accordance with Nevada Criminal Code 13-1821 to 13-3826 (sex offenders), must register with the Chief Ranger's office.
- (5) *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.

G) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of Nevada firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of Nevada firearm possession laws regarding its operation for review **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession related to concession activities.
- (3) Concessioner employees must not possess firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as provided on the [NPS Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. During the Contract term, the standards identified below for each service type may be updated, and the Concessioner must ensure it has the most updated version. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exemptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

A) Guided Water Tour

- (1) *Minimum Operating Standards.* The Concessioner must provide guided water tour service in accordance with the Guided Water Tour Standards (10-GWT).
- (2) *Exemptions or Additions to Guided Water Tour Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
11	Vending Machines	Exempt	This standard does not apply.
37	Security Screening	Exempt	This standard does not apply.
44	Vessels	Addition	Vessels must be maintained per industry standards and in compliance with the <i>Memorandum of Agreement between the U.S. Coast Guard and the National Park Service regarding recreational boating and passenger vessel safety in Lake Mead National Recreation Area, Glen Canyon National Recreation Area, and Grand Canyon National Park</i> (link)
63	Vessel Capacities	Addition	The Desert Princess must be operated at a maximum capacity of 149 passengers and crew in order to be eligible for reduced U.S. Coast Guard requirements for vessels carrying fewer passengers.
68	Availability	Exempt	Fax and mail are not required as part of this standard. All other methods listed apply.
73	Trip Cancellation	Addition	Concessioner will also adhere to the policies listed in this Operating Plan under Section 4(A)(2)(b).
81	Interpretive Services Content	Addition	The Concessioner must provide interpretative programming on all regularly scheduled sightseeing tours and should include education and promotion of Lake Mead between Hemenway Harbor and Hoover Dam. The Concessioner must develop its interpretive programming with the Service and the Service must approve in advance of use. The Concessioner must review programs on an annual basis to ensure information is current and relevant, any changes must also be approved by the Service. Interpretive themes, include but are not limited to: - Natural resources and history: geology, Colorado River, endangered and invasive species, flora, fauna, water quality, climate change, drought, etc. - Cultural resources and history: early settlement by Native Americans, modern exploration and development, Hoover Dam, water use, etc.
83-94	Food and Beverage	Exemption	These are evaluated under the Fast Casual (10-FBC) standards.

B) Food and Beverage

- (1) *Minimum Operating Standards.* The Concessioner must provide food and beverage service at in accordance with the Fast Casual (10-FBC) standards, which are available on the [Commercial Services website](#), including the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Exemptions or Additions to Fast Casual Food and Beverage Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-14; 15-21; 22-28	Facility – Exterior; Public Areas – Interior; Safety	Exemption	These are evaluated under the Guided Water Tour (10-GWT) standards.
56	Certificates	Addition	The Concessioner must always have at least one full-time certified food safety manager on duty. At a minimum, the Food and Beverage Manager must have a current ServSafe® Food Protection Manager by the National Restaurant Association, or an equivalent certificate. All food service employees must have a current food handler's card, issued by a state, county, or local health department.
72	Alcohol	Addition	One full-time manager must attend a liquor law training program in accordance with NRS 369.630.

C) Retail

- (1) *Minimum Operating Standards.* The Concessioner must provide retail services in accordance with the Retail Standards (10-RET).
- (2) *Exemptions or Additions to Retail Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-10; 11-28; 29-33	Facility – Exterior; Public Areas – Interior; Safety	Exemption	These are evaluated under the Guided Water Tour (10-GWT) standards.
37-42	Perishable Food Storage, Preparation, and Service Areas	Exemption	These are evaluated under the Fast Casual (10-FBC) standards.
50	ATM Machines	Exemption	This standard does not apply.
53	General Merchandise	Addition	The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes. The Concessioner must submit the plan for approval no later than 120 days after the Contract effective date . At a minimum, the plan must clearly describe the categories and types of products approved for sale.
54	Unacceptable Merchandise	Addition	The Concessioner is also prohibited from selling tobacco products or related items, fishing lures that contain lead, or any other products related to gambling/gaming.

D) Other Authorized Services

- (1) *Special Events, Charters, Banquets, and Meetings*
 - (a) General. Special events include activities benefiting an individual, group, or organization, rather than the public at large, as further described in 36 C.F.R. § 2.50 and [Reference Manual 53 Special Park Uses \(Appendix 10\)](#). In addition to the activities listed in the regulation and Director's Order, special events include, but are not limited to, private meetings or conferences; private parties or social gatherings; weddings or wedding receptions; and other events or activities that might interfere with the public's use or

enjoyment of the Area or with the public's access to commercial operations that are normally available to the public.

- (b) Service Approval. The Concessioner or event sponsor must obtain Service approval for any special event with more than 20 participants at least 60 days in advance of intended event date. Events cannot interfere with the general public's enjoyment of the Area.
 - (c) Food and Beverage and Event Space. The Concessioner may provide food and beverage services as well as event space for special events within the Concession Facilities provided Service approval for the special event has been obtained consistent with the requirements of Director's Order 53. The Concessioner can use tents for special and catered events with Service approval.
- (2) *Souvenir Photography*
- (a) If provided, the souvenir photographs may not interfere with the queuing of passengers, boarding of vessels, or any safety or security procedures associated with operations under this Contract. The sale of these souvenir photographs may either be provided through digital means (e.g., online sales site), on the vessel(s) or landing, or a combination of both. If the Concessioner proposes to use space on the vessel(s) for the sale of photographs, the operation must be minimal and is subject to Service approval.
 - (b) The Concessioner may not require or pressure visitors to be photographed or to purchase souvenir photographs.
 - (c) The Concessioner must provide an environmentally sustainable service to the greatest extent practicable (e.g., digital proofs, online site for viewing and purchase, etc.).
 - (d) Prior to offering this service, the Concessioner must develop specific operating procedures and submit them to the Service for approval.

6) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Concessions website](#).

A) Documented Environmental Management Program

The Concessioner must submit its initial EMP to the Service within **60 days following the Contract effective date** and no later than **December 31** annually thereafter. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

B) Environmental Reporting

The Concessioner will submit to the Service at least annually, by **February 1**, an inventory of all waste streams generated by the Concessioner under this Contract. The waste stream inventory will include solid waste streams, hazardous waste streams, and items diverted for recycling, composting, or other such use. Additionally, the waste stream inventory will be in appropriate detail to distinguish for specific materials, such as plastics and food waste, and will include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

7) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Service Risk Management Program Standards for Concessioners, found on the [NPS Concessions website](#) under Concessioner Tools. The Concessioner must submit an initial Risk Management Plan to the Service **within 120 days of the Contract effective date** and no later than

December 31 annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner should incorporate these plans into its RMP but must provide them to the Service, upon request.

C) Exculpatory Agreements

- (1) *Use of Exculpatory Agreements.* The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL), and indemnification clauses.
- (2) *Higher Risk Services.* None of the required services as defined in Section 3(a) of the Contract are designated as higher risk services. The Service will work with the Concessioner should it propose any authorized service(s) which may classify as a higher risk service.
- (3) *Exculpatory Agreements*
 - (a) Must comply with applicable state and federal law and Service Policy;
 - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
 - (c) Must waive liability against the United States by including the following language:

"The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
- (4) *Compliance with Laws and Policy, and Service Review.* The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with Service Policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service Policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Responsibilities.* Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.

- (a) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Service may require the Concessioner to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc.
- (b) The Concessioner must immediately report to the Service any observed violations of the law.
- (2) *Service*. The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will be notified of all violations of Federal, State, County, or Service regulations or policies. State or County officials may assist in some matters as well. The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area staff.

B) Structural Fire Protection

All requirements regarding this topic are in Exhibit H (Maintenance Plan) to the Contract.

C) Emergency Medical Care

- (1) *Training and Reporting*. All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
 - (a) Life-threatening emergencies: (702) 293-8932 or 911.
 - (b) Non-emergencies: (702) 293-8998.
- (2) *First Aid Supplies*. The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at the Concession Facilities during operating hours. The Concessioner is encouraged to allow employees to be automated external defibrillator (AED) certified.
- (3) *Service Response*. The Service is responsible for emergency medical services. The Service will dispatch Rangers and emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

9) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service, including electricity, solid waste and recycling removal, phone, internet, and propane. The Concessioner must pay these providers directly.
- (3) The Service has reviewed projected operating and maintenance costs and amortized costs of capital improvements for these utility systems and services and the combined 2026 water and wastewater rate is estimated to be \$15.19 per 1,000 gallons. The Service anticipates that, on average, the utility rates will increase at least three percent (3.0%) per year over the term of the Contract. Should the Service complete capital improvement projects, not included in this calculation, the Service expects the utility rates may increase more than anticipated. However, if an unanticipated capital improvement project is completed, the utility rate to the Concessioner will not exceed 10% per year. The Concessioner is not authorized to charge a utility add-on.

B) Service

- (1) The Service provides water and wastewater service to the Concession Facilities in accordance with [Director's Order 35B](#) ("DO-35B").
- (2) The Service will bill Concessioner in accordance with Service Policy, including DO-35B, which requires utility rates charged to the Concessioner reflect actual costs incurred by the Service.

- (3) The Service reviews its operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates 90 days prior to implementation of any change.
- (4) The Service may cease to provide a particular utility service if such service is commercially available, and the Service decides to switch to a commercial utility.

10) PUBLIC RELATIONS

A) Required Notices

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

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the 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
Lake Mead National Recreation Area
601 Nevada Way
Boulder City, NV 89005

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

C) Use of the National Park Service Authorized Concessioner Mark ("Mark")

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which 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 [NPS Commercial Services website](#) under Concessioner Tools.

D) Website, Social Media, Advertisements, and Promotional Material

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days prior to projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (2) *Website, Social Media Postings, Comments, Photos, and Other Content.* All Concessioner websites and social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must

- provide the layout and general content of its website and social media site(s) for Service approval at least **two weeks prior** to making the site accessible to the public.
- (3) *Material*. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
 - (4) *Area Publications*. The Concessioner may distribute the Area brochures and Park maps to visitors.
 - (5) *Statements*
 - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Lake Mead National Recreation Area: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within Lake Mead National Recreation Area."
 - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

12) REPORTING REQUIREMENTS

A) Operational Reports

- (1) *Employees and Management List*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers **within 60 days of the Contract effective date**. The Concessioner will also provide an updated list by **May 1** of each year of the Contract and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reports*. The Concessioner will immediately report the incidents listed below to an Area Ranger for the following:
 - (a) Any fatalities and any visitor-related accidents or incidents.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle or boat accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, including those transmitted by animals (e.g., Hantavirus, West Nile virus, Relapsing Fever, etc.) whether involving employees or visitors, to the Area's Interagency Communication Center at (702) 293-8998 and the U.S. Public Health Consultant. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. The Concessioner must maintain an illness reporting log and will make it available to the Service upon request.

- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, all spills must be reported to the Interagency Communication Center at (702) 293-8998 and within 24 hours to the Area's Commercial Services office. The Concessioner will also call the following numbers, as required:
 - (a) National Response Center: (800) 424-8802
 - (b) EPA, Region 9: (866) 372-9378 (toll free)
- (5) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
- (6) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

B) Operational Statistics by Service Type

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due **no later than March 1**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Guided Water Tours*
 - (a) Revenue by tour category
 - (b) Number of tours, broken down by days tours were provided during the month
 - (c) Total tour passengers, broken down by passengers per tour
- (2) *Food and Beverage*
 - (a) Provide the number of covers served by location (boat vs. landing), with corresponding revenues and average check.
- (3) *Retail*
 - (a) Total revenue and revenue by merchandise category (e.g. Native American handicraft, gifts and souvenirs, apparel)
 - (b) Total number of transactions and average transaction amount.
- (4) *Other*
 - (a) Any other revenue generated each month along with relevant transactional data (i.e., number of transactions, average transaction amount)

C) Financial Reports

In addition to the Annual Financial Report ("AFR") required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e., lodging, food and beverage, retail, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format must be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Monthly Franchise Fee Report*. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.
- (2) *Component Renewal Reserve and Personal Property Reserve Report*. No later than the **15th of the following month**, the Concessioner must report on the Component Renewal Reserve and the Personal Property Reserve for the preceding month.

D) Other Reporting

- (1) *Visitor Demographic Data.* The Service may request the Concessioner provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data.* The Service may request the Concessioner provide data display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system, such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

13) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

Title	Frequency	Due Date(s)
Acknowledgement of Risk Forms	Initial, Revisions	Within 60 days after Contract effective date
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Balance Sheet	Initial	Within 90 days after Contract effective date
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Merchandise Plan	Initial	NLT 120 days after Contract effective date
Operational Reports	Annual, Monthly	NLT March 1 annually; NLT 15 th of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Opening/Closing Dates	Annual	At least 30 days prior to implementation
Rate Monitoring Plan	Initial	Within 60 days after Contract effective date
Remittance Report	Monthly	NLT 15 th of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Sites	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date

Effective, December 6, 2026