

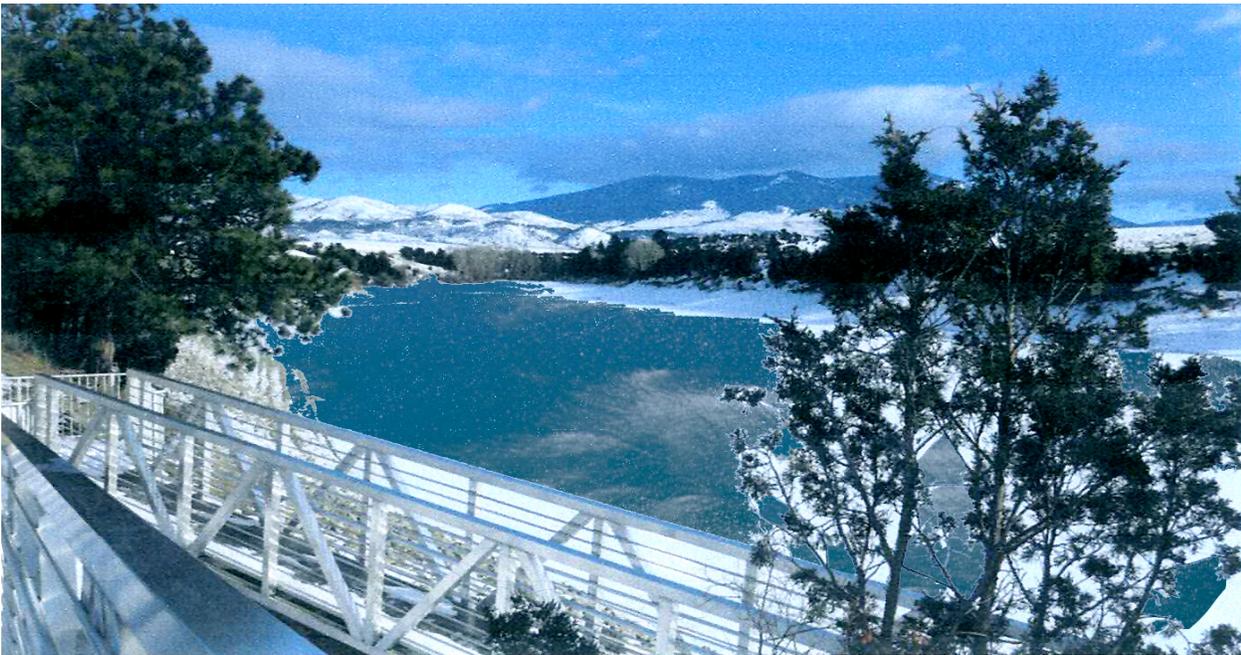
RECLAMATION

Managing Water in the West

CONCESSION CONTRACT

For the Operation and Maintenance of a Concession Opportunity at the Goose Bay Marina Concession Area Canyon Ferry Reservoir

Contract No. 16-LM-60-2636



**CANYON FERRY UNIT
PICK-SLOAN MISSOURI BASIN PROGRAM MONTANA**



U.S. Department of the Interior
Bureau of Reclamation
Great Plains Region
Montana Area Office
Billings, Montana

MARCH 2016

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**Concession Contract
Between the
Bureau of Reclamation
and
Canyon Enterprises, Inc.**

**Goose Bay Marina – Canyon Ferry Reservoir
Townsend, Montana**

**Canyon Ferry Unit
Pick-Sloan Missouri Basin Project**

This concession Contract is made this 22ND day of MARCH, 2016, pursuant to the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, collectively referred to as Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the “United States,” acting by and through the Bureau of Reclamation, U.S. Department of the Interior, hereinafter referred to as “Reclamation,” represented by the official who is authorized to execute this Concession Contract, and Canyon Enterprises, Inc. hereinafter referred to as the “Concessionaire.”

WHEREAS, the Concessionaire desires to occupy certain lands owned by the United States which are under the administrative jurisdiction of Reclamation within the Pick-Sloan Missouri Basin Project (herein referred to as the “Project”) for the purpose of operating the Goose Bay Marina, hereinafter referred to as the “Concession,” which Concession is adjacent to the Project’s Canyon Ferry Reservoir, approximately 10 miles south, southeast of Canyon Ferry Dam.

WHEREAS, Reclamation has determined that it is in the best interests of the United States and the general public to allow the Concessionaire to operate and maintain the Concession and supply certain facilities and services for the public’s use and enjoyment in accordance with the terms and conditions of this Concession Contract; and

WHEREAS, Reclamation has determined that the Concession is not incompatible with the authorized purposes of the Project and will not interfere with the operation and maintenance responsibilities of any parties associated with the Project as identified by Reclamation;

NOW, THEREFORE, Reclamation and the Concessionaire agree as follows:

A. TERM OF CONCESSION CONTRACT AND DEFINITIONS

1. Term of this Concession Contract

This Concession Contract takes effect on 12:00 a.m. Mountain Standard Time on 3/23/16 and will remain in effect through 3/22/36, unless terminated sooner as provided hereinafter.

2. Definitions

The following terms used in this Concession Contract and its Exhibits are defined as set forth below. Definitions apply to both the singular and the plural forms of the terms.

“Applicable Laws” means those Federal, State, local laws, and Reclamation policies and directives and standards which govern the development, operation, and maintenance of the facilities and services provided by the Concessionaire within the Concession Area, whether in force as of the date of this Concession Contract or amended, enacted, promulgated, or issued thereafter; including, but not limited to, statutes, ordinances, and codes; the rules and regulations promulgated to those legislative enactments; and court rulings.

“Concession Area” means the approximately 65 acres of land in Section 14, Township 9 North, Range 1 East, Broadwater County, Montana, as specifically depicted on the attached map labeled Exhibit A and described thereon; the area includes that portion of the immediately adjacent water body sufficient to accommodate offering the required Visitor Services.

“Concession Improvements” is defined “a structure, fixture, or generally nonremovable equipment located on lands of the United States within the Concession area that increases the value or utility or enhances the appearance of those lands.” Concession Improvements include Reclamation owned facilities (i.e., Reserved Works as defined in this section and facilities to be provided by the Concessionaire in accordance with section C.1.b.).

“Contracting Official” means the Regional Director or the delegated official with review and approval authority for Reclamation on this contract.

“Earthwork Improvements” means all grading, cutting, filling, ditching, and berming of soils and other natural surface materials for any purpose.

“Federal Estate” means the land and water areas of the Pick-Sloan Missouri Basin Project which are owned by the United States and under the administrative jurisdiction of Reclamation.

“Gross Receipts” Gross Revenues/Gross Receipts means the total amount received or realized by, or accruing to, the Concession Contractor from all sales for cash or credit of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Concession Contract, commissions earned on contracts or agreements

with other persons or companies operating in the area, and earnings from electronic media sales, but excluding:

- Intra-company earnings on account of charges to other departments of the operation (such as laundry).
- Charges for employee's meals, lodging, and transportation.
- Cash discounts on purchases.
- Cash discounts on sales.
- Receipts from the sale of non-retail property including houseboats and personal watercraft.
- Receipts from the sale of state and local licenses (such as fishing and hunting licenses).
- Interest on money loaned or in bank accounts.
- Income from investments.
- Income from any subsidiary companies not arising from business conducted in conjunction with this Concession Contract.
- Sale of property that was acquired for the purpose of resale and not for use under this contract. Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid to Government agencies.

All monies actually received by the Concession Contractor from coin operated devices provided by the Concession Contractor or through vendors authorized by the Concession Contractor and consistent with this Concession Contract shall be included in Gross Revenues.

“Concessionaire Personal Property” means all Concessionaire owned tangible assets including, but not limited to, vehicles of all kinds, whether or not motorized; watercraft of any description, whether or not motorized; park models; fuels; expendable materials; supplies and merchandise; and all other moveable objects and supplies, regardless of size or weight.

“Reserved Works” are those facilities and systems owned by Reclamation.

“Visitor Services” are the recreational and leisure activities and equipment rentals, sales of merchandise, overnight accommodations, and associated services which the Concessionaire provides to the public as required or authorized by this Concession Contract.

B. OCCUPANCY OF AND RESIDENCY IN THE CONCESSION AREA

1. Occupancy of the Concession Area

- a. The Concessionaire shall have the right, subject to the terms and conditions of this Concession Contract, to occupy the Concession Area for the purpose of providing Visitor Services to the general public. This includes the right to require that members of the public who use the Concession Area and its facilities pay the rates for Visitor Services which the Concessionaire is authorized by this Concession Contract to charge. The Concessionaire may refuse Visitor Services to anyone who does not pay the applicable rates.
- b. During the term of this Concession Contract, Reclamation will not provide any other person or entity with the right to occupy the Concession Area to provide Visitor Services at the Concession Area.
- c. The right of the Concessionaire to occupy the Concession Area and to place Concessionaire Personal Property on the Concession Area, as hereinafter described, does not provide the Concessionaire with any real property interest in lands and waters in the Concession Area. In addition, Reclamation reserves the right to vary the water levels in Canyon Ferry Reservoir, and in all other Project Facilities, as it deems necessary in its sole discretion for Project Purposes, including maintenance, repairs, and emergency operations.

2. Residing in the Concession Area

No person is allowed to permanently reside within the Concession Area. However, the Concessionaire and an employee of the Concessionaire may reside within the Concession Area during the operating season to facilitate the management of the Concession Area and provide Visitor Services. Outside of the operating season, the Concessionaire and an employee may, during the term of the Concession Contract, temporarily reside within the Concession Area with prior written approval from Reclamation for the purpose of conducting inspections, off-season maintenance, and emergency repairs and provide security in order to provide the required Visitor Services.

C. PROVIDING IMPROVEMENTS AND PERSONAL PROPERTY

1. Responsibility for Providing Improvements and Concessionaire Personal Property

- a. The Concessionaire is responsible for constructing or providing, at its expense, all Concessionaire Personal Property, other than those Reserved Works provided by Reclamation (listed in D.1. required in order for it to provide the Visitor Services hereinafter required or authorized by this Concession Contract (refer to Section D and Exhibit B)). It is also responsible for obtaining all necessary utility services to serve the Concession Area.
- b. All existing Concession Improvements on the effective date of this Contract are owned by Reclamation (refer to Exhibit B for a description of Reclamation-owned Improvements, also referred to as Reserved Works).

- c. All improvements which existed as of the date of this Concession Contract or which may be constructed thereafter, subject to the conditions and limitations herein, are Concession Improvements and are the property of the United States and will become part of the Federal Estate. Any proposed improvements need to be approved by Reclamation on a case by case basis.

2. Existing Improvements and Approval of Future Improvements

- a. The Concessionaire is authorized to utilize all Concession Improvements existing as of the date of this Concession Contract within the Concession Area, and itemized in Exhibit B.
- b. The Concessionaire may not construct or place any new improvements in or on the Concession Area, or modify any existing Concession Improvements, without the advance written authorization of Reclamation. Requests for such authorizations must be submitted by the Concessionaire to Reclamation in writing in sufficient detail (including plans, drawings, and specifications) to enable Reclamation to evaluate the proposed improvements and the impact which they would have on the Concession Area and the provision of Visitor Services and determine if the proposal falls within the scope of this contract or would require an amendment to the contract. If Reclamation determines that any proposed improvement would require Reclamation to comply with any Applicable Laws (i.e., the National Environmental Policy Act (NEPA), etc.) before it could give its approval of the proposed new Improvements, then Reclamation will so inform the Concessionaire. If the Concessionaire still desires to proceed, it will be required to pay Reclamation for all costs which Reclamation incurs in complying with the Applicable Laws. The authorization of new improvements is at Reclamation's sole discretion.
- c. Unauthorized improvements will be considered a trespass on the Federal Estate and Reclamation will have the right to order the Concessionaire to remove such unauthorized improvements and restore the surface of the Federal Estate to a condition satisfactory to Reclamation at the Concessionaire's expense.

D. VISITOR SERVICES

This concession opportunity provides for both Reclamation-owned facilities (herein referred to as Reserved Works); and requires Non-Reclamation owned improvements (herein referred to as Concessionaire Personal Property) to be provided by the concessionaire. The Concessionaire will provide, at a minimum, a seasonal recreation operation that will be fully operational from May 1 through September 30 each year. Dates and times of operation may be reduced or expanded with Reclamation's prior written approval.

1. Reserved Works

The following Reserved Works will be assigned to the concessionaire for use in conducting its operations under this concession contract.

Reclamation Reserved Works Facility List
1 store building (1,024 square feet)
1 accessible host site (campsite) with full hookups
Campsites as described below. Campsites listed below include a fire ring and a tie down anchor for a picnic table.
-47 Campsites with water, sewer, and electrical service; -27 Campsites with electrical service only; -19 Campsites with no service
2 fee-based shower facilities that include men's and women's flush toilet facilities and 4 coin-operated showers in each building (for similar example refer to: http://www.cxtinc.com/products/cheyenne.asp)
7 double vault toilet buildings (CXT Tioga Special w/ Chase)
3 single vault toilets (CXT Gunnisons)
2 large group pavilions (30 x 64 feet and 30 x 34 feet) (pavilions include utility tables, fire ring and picnic table tie-down anchors)
3 group camping shelters (30 x 34 feet) (shelters include utility tables, fire ring and picnic table tie-down anchors)
8 day use shelters (16 x 24 feet) (shelters include picnic table tie-down anchors)
10 day use picnic table slabs (18 x 26 feet) (includes picnic table tie-down anchors)
1 potable water fill station (2 towers)
2 RV dump stations
Elevated gangway and floating platforms for access to Concessionaire provided docks
1 Maintenance building
A new well
A water treatment building and underground 25,000 gallon water storage tank
A Boat trailer storage area
Drip irrigation for trees and shrubs
Courtesy boat dock

2. Concessionaire Personal Property

The Concessionaire will be required to provide the following Concessionaire Personal Property and for use in conducting its operations under this concession contract. The following is to be provided within 150 days of issuance of the concession contract, with a requirement to be open to the public, with a minimum level of access and service, no later than May 15 for the 2016 season (for the 2016 season, the minimum level of service will include campsite rentals, provision of all utilities and associated operation and maintenance). Any exceptions to the 150 day implementation timeline may be submitted by the Concessionaire in writing for Reclamation review and consideration.

Concessionaire Personal Property
Docks with a minimum of 60 slips
Accessible Picnic tables for each campsite and all shelters (approximately 136)
Marina Store fixtures, equipment and furnishings for operation of the store, such as refrigerators, freezers, register, shelving, etc. Note that food preparation is not planned nor authorized.
Fuel Station/System (above ground system)
A minimum of 15 trash containers and a minimum of 10 aluminum can recycling containers

3. Visitor Services

The following is a list of both required and authorized visitor services to be offered by the Concessionaire. Proper licenses or permits will be obtained for all services prior to offering to the public. Required services are to be provided within 150 days of issuance of the concession contract, with a requirement to be open to the public, with a minimum level of access and service, no later than May 15 for the 2016 season (for the 2016 season, the minimum level of service will include campsite rentals, provision of all utilities and associated operation and maintenance). Any exceptions to the 150 day implementation timeline may be submitted by the Concessionaire in writing for Reclamation review and approval.

Concessionaire Required Visitor Services
Campsite and group shelter management, including assignments, reservations and fee collection
Boat mooring and any associated adjustments for differing lake levels
Marina store sales
RV Dump Service, including pumping of holding tanks
Potable water, including maintenance of well, treatment system, storage tank, and delivery system
Garbage removal service, including provision of garbage receptacles and aluminum can recycling containers
Store supplies and goods (no food preparation is planned for store other than microwavable items). Such microwavable items will comply with Federal, State, and local food handling and sanitation laws, rules, and regulations.
Provide necessary products and supplies for facilities including coin operated showers, flush restrooms, etc.
Fuel service for above ground fuel system
Overnight boat and trailer storage
Cleaning, maintenance and supplies for all campgrounds, shelters, restrooms, showers, toilets, tables and benches
Managing day use area and shelters
Vault toilet and vault pumping service and cleaning
Provide and maintain public utilities, including water, sewer, and electric service
Concessionaire Authorized Visitor Services
Seasonal dock rental
Additional (dockside) fuel services
Dockside septic dump services
Seasonal boat storage
Minor boat repair and maintenance
Recreational equipment rentals
Shelter rental
Boat rental
Fishing and hunting license sales (subject to approval from Montana Department of Fish, Wildlife and Parks)
Beer and wine sales (subject to Montana State licensing requirements)
Propane sales (bottle exchange only, subject to any permitting requirements)

Boat and camper setup service
Gas Caddy (subject to approval by Fire Marshall)
Portable fish cleaning station

Unless the Concession Contract is otherwise amended, Concessionaire's use of the concession area shall be limited to the required and authorized services. The Concessionaire may request that Reclamation amend the contract to allow additional visitor services which would need to be evaluated based on the needs of the recreating public and demand for said services. Such requests must be approved by Reclamation in writing, and approval of such requests is at Reclamation's sole discretion.

To the extent possible, the concessionaire should support Reclamation's educational efforts through developing interpretive and thematic messages in printed material (menus, marketing, correspondence, etc.), using outdoor signs, and, as appropriate, developing formal programs.

In addition to the Concessionaire Personal Property to be provided as required in this contract, the Concessionaire is required to supply appropriate supplies and personal property necessary to provide visitor services and operate the Concession. For example:

- Equipment for the visitor services and any equipment needed for authorized or additional visitor services offered.
- Vehicular support for the Concession.
- Tools and equipment needed for the routine operation and maintenance of the Concession Improvements and Concessionaire Personal Property.
- Tools and equipment needed to make repairs to the Concession Improvements and Concessionaire Personal Property.
- Office supplies, stationary, and similar items needed to run the Concession and to comply with the requirements of the Concession contract.

To the extent possible, the concessionaire should support Reclamation's educational efforts through developing interpretive and thematic messages in printed material (menus, marketing, correspondence, etc.), using outdoor signs, and, as appropriate, developing formal programs.

4. Private Exclusive Recreational and Residential Use of Visitor Services

The private, exclusive use of Visitor Services is not authorized under this contract, except for those uses permitted under 43 CFR 429.4. Private exclusive recreational or residential use means any use that involves structures or other improvements used for recreational or residential purposes to the exclusion of public uses that are not associated with the official management of a Reclamation project (43 CFR 429.2).

Certain buildings and structures used by concessionaires to facilitate their operations or that are made available by them for the general, non-exclusive use of the public may be excepted (refer to 43 CFR 429.4).

5. Operating Hours and Season

- a. The minimum operating season for the Concession shall be from May 1 through September 30 of each year. The Concessionaire may have a longer operating season at its discretion, and may provide to the public a reduced range of Visitor Services for that period outside the minimum operating season.

- b. Reclamation must, however, be notified, in writing, of any change in the length of the operating season at least two weeks prior to the change taking effect.
- c. The Concession Area shall be open to the public daily from 7:00 AM until 7:00 PM during the minimum operating season. The hours of operation may be expanded by the Concessionaire to extend from as early as 4:00 AM to as late as 11:00 PM at its discretion. If the Concessionaire desires to be open to the public prior to 4:00 AM and/or after 11:00 PM, it must request, in writing, Reclamation's advance approval to do so, which approval may be given or withheld at Reclamation's sole discretion.

6. Rates for Visitor Services

Rates for Visitor Services, including the price of merchandise sold in the convenience store, shall be comparable to the rates charged for similar services provided by businesses similar to the Concession in the comparable areas of the State of Montana. Rate schedules will be prepared by the Concessionaire and submitted to the Area Manager by April 1 of each year for approval. Rates in excess of comparable rates must be identified and justified by the Concessionaire (for the first contract year only, rate schedules will be submitted to Reclamation for approval within 30 days after the execution of this contract). Reclamation reserves the ability to maintain existing rates or establish new rates if a rate request is determined to be unreasonable and is not approved.

7. Accessibility of Facilities

The Concessionaire will ensure that construction or retrofitting of all Concession Improvements and Concessionaire Personal Property, and any programs provided within the Concession Area, comply with Federal, State, and local laws regarding the accessibility of facilities open to the public, including Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112, 87 Stat. 394, 29 U.S.C. 794), the Architectural Barriers Act of August 12, 1968 (P.L. 90-480, 82 Stat. 718, 42 U.S.C. 4151 et seq.) and the Americans with Disabilities Act of 1990 (104 Stat. 327), as amended (42 U.S.C. 12101 et seq.). The standards promulgated pursuant to these acts are the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines of July 23, 2004, and the Americans with Disabilities Act Accessibility Guidelines. Additional information related to accessibility is included in Exhibit E).

E. CONCESSION OPERATIONS AND MAINTENANCE

1. Concessionaire's Responsibilities

The Concession Area contains Concession Improvements (Reclamation-owned facilities) and Concessionaire Personal Property. Routine maintenance, upkeep and repair is critical and benefits the business operation of the Concessionaire by improving the visitor experience but most importantly extending the useful life of the entire Concession area and operation. The Concessionaire shall carry out general, preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all Concession Improvements and Concessionaire Personal Property are in properly functioning condition and appearance, except for the Reclamation responsibilities stated in Section E.2. The Concessionaire must keep the Concession Improvements and Concessionaire Personal Property and systems in an orderly and sanitary condition that is visually aesthetic and in good state of maintenance and repair.

The Concessionaire will be required to submit an Operation and Maintenance Plan (refer to Exhibit G) that comprehensively addresses operation and maintenance standards and related preventative and cyclic maintenance cycles for Reserved Works and Concessionaire Personal Property. Major repairs or replacement of Reserved Works will be conducted by Reclamation and/or in coordination with the Concessionaire, as described in Recreation Responsibilities, Section E.2., below.

The Concessionaire shall be solely responsible, at its expense, for all operations, maintenance, repair, housekeeping, grounds-keeping, and landscaping within the Concession Area for the term of the concession contract, unless expressly stated otherwise herein. These responsibilities include, but are not limited to, the following:

- a. Operation and maintenance of water, sewer, electric, lighting and irrigation systems.
- b. Payment of all monthly utilities, such as telephone, electrical power, natural gas or propane, and solid waste disposal.
- c. Upkeep of grounds, such as mowing, pruning, and removal of dead vegetation and weed treatment/weed control.
- d. Removing trash and litter from the Concession Area.
- e. Cleaning and maintenance of all sites and Concession area; stocking facilities with appropriate supplies, including but not limited to trash receptacles, toilet paper, hand soap, etc.
- f. Maintenance, upkeep and operation of all building (including painting) systems, water, sewer, electric and lighting systems and all associated facilities.
- g. Securing and winterizing the Concession Improvements and Concessionaire Personal Property.
- h. Obtaining all federal, state, county, and local licenses and permits necessary to operate the Concession and to construct or repair Concession Improvements and Concessionaire Personal Property. Copies of all licenses and permits will be given to Reclamation within thirty (30) days of the receipt by the Concessionaire.
- i. Placing, anchoring, and securing all Concession Improvements and Concessionaire Personal Property, and adjusting, repairing, and otherwise operating and maintaining all Reserved Works and Concessionaire Personal Property in a safe and reliable condition and in accordance with Applicable Laws.
- j. Grading and maintaining roadways and parking lots within the Concession area.
- k. Collecting and reporting all information required by this Concession Contract, including that specified in Reclamation's Recreation Use Data Report form 7-2535 (OMB Control Number 1006-002) on an annual basis or as otherwise requested by Reclamation. The Concessionaire must maintain all books, documents, papers and records which document monthly visitation rates for a period of five (5) years after the end of each calendar year. Reclamation shall have the right to examine any such materials during the time when they must be maintained by the Concessionaire.
- l. In addition to operation and maintenance plan, in general, the Concessionaire must keep the Concession Improvements and Concessionaire Personal Property in an orderly and sanitary condition that is visually aesthetic. The Concessionaire must ensure that the Concession Improvements and Concessionaire Personal Property meet Federal, State, and local standards or codes and that all appropriate permits and licenses are kept current.

- m. The Concessionaire is responsible for picking up trash and litter within the Concession area and along those portions of the Concession area abutting any public roads. The Concessionaire will ensure that all trash and litter is disposed of at an off-site, State-approved municipal solid waste landfill. No burning or burying of trash is permitted.

In addition, the Concessionaire operation and maintenance responsibilities include, but is not limited to: Light bulb replacement, paper supplies, trash cans, toilet paper, soap, picnic tables, docks, gangway to docks, fuel system, chlorination equipment and chemicals, septic tank and holding tank pumping, sewer maintenance, vault toilet maintenance (cleaning and pumping), refuse removal, mowing, litter, maintenance of weed control fabric and cobbles around landscaping, maintenance of landscaping (including deer fencing, scald protection on trees, tree and shrub replacement after 1 year of operation, fire extinguishers, eye wash stations, first aid kits, safety buoys, maintenance and repair of HVAC systems, all concessionaire provided equipment, window and door maintenance, painting, faucets, toilets, shower fixtures, roofing repair, sidewalk and concrete repair.

Operation and maintenance manuals (instructions, technical instructions, etc.) will be provided to the Concessionaire by Reclamation on the Marina and Campground facilities, including the water well, water treatment building, water systems, septic systems, irrigation systems, shower and toilet buildings, ramp to docks, maintenance building, campgrounds, water fill stations, RV dump stations, vault toilets and store. The concessionaire is required to operate and maintain these systems according to their operation and maintenance manuals and according to accepted standards. The Concessionaire will be required to attend any associated training on operation and maintenance of these facilities to be provided by the construction contractor.

Concessionaire proposals for any new construction, modifications or improvements, regardless of Reserved Works or Concessionaire Personal Property will require advance, written permission from Reclamation prior to any work.

Further the Concessionaire, prior to conducting any structural, mechanical, or electrical repairs to any concession Reserved Works in excess of \$5,000.00, will be required to consult with Reclamation, in order for Reclamation to determine the best course of action for the specified maintenance and repair activity.

The Concessionaire shall ensure that new construction, modifications, improvements, or rehabilitation of all Concession Improvements and Concessionaire Personal Property and any programs provided, after written approval from Reclamation, will comply with Federal, State, and local laws regarding accessibility. Discrimination on the basis of a handicap or physical disability is prohibited. Reclamation will conduct accessibility evaluations during the term of the Concession contract.

The Concessionaire will establish and operate a RAFI (Reserve Account for Facilities and Improvements) in accordance with the requirements set out in Exhibit D of this Concession Contract to ensure that the Concessionaire has the funds to make repairs or replacements to the Concession Improvements and Concessionaire Personal Property.

Regardless of the balance in the RAFI, the Concessionaire shall be responsible for operation, maintenance, repairs and replacement of the Concession Improvements and Concessionaire Personal Property, as identified below. The RAFI may be capped at \$50,000.00 at the option of the concessionaire.

Only vehicles and equipment specifically required for the operation of the Concession may be stored at the Concession area.

As the water elevations of the Reservoir fluctuate, the Concessionaire is responsible for relocating or adjusting any water-based Concession Improvements and Concessionaire Personal Property.

The Concessionaire will inspect the concession facilities and personal property during the non-operating recreation season.

Reclamation is not responsible for security at the Concession area. Law enforcement of State law is provided by the Broadwater County Sheriff's Department. Fish, wildlife and water safety laws and regulations are enforced by Montana Department of Fish, Wildlife and Parks.

Failure of the Concessionaire to maintain the Concession Area, Concession Improvements and Concessionaire Personal Property at a level satisfactory to Reclamation may result in contract termination. Reclamation will conduct a minimum of biannual concession reviews to ensure compliance with the terms of this contract.

2. Reclamation Responsibilities

Reclamation owns the buildings and other permanent improvements (refer to Reserved Works facilities list in Appendix 3, Exhibit B. Any new construction, modifications or improvements (including in-kind replacement) will require written permission from Reclamation prior to any work being done on Concession Improvements and Concessionaire Personal Property.

Reclamation will be responsible for the following, unless Concessionaire negligence caused the need for the repair or replacement:

- a. Replacement of buildings.
- b. Replacement of HVAC systems.
- c. Replacement of electrical distribution system.
- d. Replacement of RV dump station.
- e. Replacement of shower and toilet buildings.
- f. Replacement of any major components (i.e., controls, pumps, etc.) of the irrigation system.
- g. Major repairs and replacement of any system (including, but not limited to pumps, control panels, circuit boards, etc.) related to the water delivery and/or sanitary disposal system.
- h. Major repairs and replacement of elevated gangways and floating platforms.
- i. Major repairs and replacement of water treatment facilities, storage tank and well.
- j. Major repairs and replacement of transformers.

If Concessionaire negligence causes the need for the repair or replacement of any of the above, then the Concessionaire will be responsible for their repair or replacement. Reclamation may either:

- 1) require the Concessionaire to perform the repair or replacement in a manner directed by Reclamation; or
- 2) perform the repair or replacement activity itself and require reimbursement from the Concessionaire.

Reclamation will conduct a minimum of semiannual concession reviews to ensure compliance with the terms of this contract.

The expenditure or advance of any money or the performance of any obligation of Reclamation under this Concession Contract shall be contingent upon appropriation and allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Concessionaire from any obligations under this Concession Contract. No liability shall accrue to Reclamation in case funds are not appropriated or allotted.

3. Annual Operations and Maintenance Plan

The Concessionaire shall prepare and submit for Reclamation approval an operations and maintenance (O&M) plan within sixty (60) days of the execution of this Concession Contract (refer to Exhibit G for a sample O&M plan). In each subsequent year, the Concessionaire shall update the O&M plan by March 1 of that year for review and approval by the Assistant Facility Manager, Canyon Ferry Field Office. The O&M plan shall describe upcoming maintenance activities, Visitor Services to be provided, dates for the upcoming operating season, hours of operation, protection of public health and safety, protection of the environment, and emergency plans in the event of fire or hazardous material spills. The annual O&M plan shall contain sufficient detail to enable Reclamation to monitor the concessionaire's operations for compliance with this Concession Contract. Any deficiencies identified by Reclamation in the O&M plan shall be corrected to Reclamation's satisfaction and be re-submitted for Reclamation's approval.

Reclamation will conduct inspections and reviews of the concession area to ensure adequate maintenance and repairs are being addressed and that related activities have appropriate approvals. Reclamation reviews will also be conducted at least twice annually to ensure construction or retrofitting of all Concession Improvements and Concessionaire Personal Property, and any programs provided within the Concession Area comply with Federal, State, and local laws regarding the accessibility of facilities open to the public. Should Reclamation inspections identify corrective actions, the corrective action plan will be developed by Reclamation. Failure to implement the corrective action plan according to the schedules provided by Reclamation may result in breach of contract.

4. No Storage or Sale of Personal Property

The Concessionaire may not store any Personal Property at the Concession Area which does not specifically support the provision of Visitor Services. The sale of Personal Property, other than convenience store merchandise, is prohibited in the Concession Area. "For Sale" or similar signs, unless specifically intended to facilitate the sale of the Concession, are not permitted within the Concession Area.

5. Advertising / Visual Identity

- a. Reclamation reserves the right to review and evaluate the nature, type and quality of the visitor services or support activities provided by the Concessionaire as permitted by this Contract, including, but not limited to merchandise, promotional material, and interpretive material. If, as may be determined by Reclamation, any merchandise, promotional material, interpretive materials, programs, etc., are offensive in any manner, inappropriate, or illegal, Reclamation may require the Concessionaire to remove said merchandise, promotional material, interpretive material, programs, etc., from the area.
- b. Use of Reclamation seal, logo, or name must be approved by Reclamation before it is displayed in advertisements or on signs.
- c. Outdoor signs or other forms of outdoor advertisement must not be displayed on the Federal Estate without the advance, written approval of Reclamation. The Concessionaire will ensure, subsequent to Reclamation's approval, that the Reclamation logo or name will be obvious on signs at all entrances to the Concession Area. Reclamation reserves the right to furnish and install a sign to identify the area as an authorized concession area.
- d. The Concessionaire is required to notify the public that the Concessionaire is authorized by Reclamation to conduct business on and in the Concession Area. All promotional materials, regardless of media format, provided to the public by the Concessionaire in connection with the services provided under this Concession Contract must be approved in advance and in writing by Reclamation. At a minimum, all such information will identify the Concessions operation as authorized by Reclamation.

6. Review of Concession Operations

Reclamation will conduct a review of the Concession operations at least once during the peak use of the operating season and once at the end of the operating season. The Concessionaire will cooperate in any such reviews, as needed. Any deficiencies in the Concessionaire's compliance with the Concession Contract will be documented by Reclamation in a written report to the Concessionaire. The Concessionaire shall be responsible for correcting all identified deficiencies within the time-frame specified by Reclamation. The process and timelines for the corrections shall be outlined in the inspection report. Disputes between Reclamation and the Concessionaire are to be resolved through informal negotiations and discussions. If these efforts are unsuccessful, then the process for dispute resolution matters is addressed in Reclamation Manual (RM), Directives and Standards (D&S), Concessions Management by Reclamation, LND 04-01, 4.D.27(d). Every effort will be made to resolve any disputes regarding identified deficiencies through discussions between the parties. However, Reclamation's final decisions will be binding on the Concessionaire.

In an effort to minimize risk and ensure safe operation of the Concession area, the Concessionaire will be required to conduct an annual self-inspection (refer to Exhibit I) of all equipment, facilities, visitor activities, and work processes to determine compliance with established safety and occupational health regulations. The concessionaire must keep inspection records for a minimum of 3 years.

These records must include the following information: date of inspection, name of facility/building, identified deficiencies/hazards, classification of deficiencies, abatement date or action plan to correct deficiencies, and name of person conducting inspection.

F. PROTECTION OF CONCESSION AREA RESOURCES

The following sections address protection of Concession Area Resources. The Concessionaire will be required to prepare and submit an Environmental Management Program that addresses the range of resources included in this Section. Refer to Exhibit H.

1. Discovery of Cultural Resources

- a. The Concessionaire shall immediately provide a verbal notification to Reclamation of the discovery of any antiquities or other objects of archaeological, cultural, historic, or scientific interest in the Concession Area. The Concessionaire shall follow-up with a written report of its findings to Reclamation within forty-eight (48) hours of the discovery. Objects subject to this requirement include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and archaeological artifacts.
- b. The Concessionaire shall immediately cease any activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming any activity. Protection and mitigation measures specified by a Reclamation official shall be the responsibility of the Concessionaire at no cost to Reclamation.

2. Weed and Pest Control

- a. The Concessionaire shall be responsible for managing weeds, vermin, and other pests within the Concession Area, and shall develop an annual Integrated Pest Management Plan (IPM) for managing these activities for all lands and waters assigned to the Concessionaire under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines as may be established by Reclamation and other regulatory agencies. Plants and animals that are native to the Concession Area may not be removed or harmed except with the prior written approval of Reclamation.
- b. The Concessionaire shall not permit the use of any pesticides, herbicides, or fungicides in the Concession Area without prior written approval of Reclamation, and should also be described in the annual IPM Plan. If approved by Reclamation, all use shall be in accordance with the current registration, label direction, or other directives regulating their use.

3. Contaminants, Pollutants, and Hazardous Materials

- a. For the purposes of this Concession Contract, contaminants or pollutants shall include, but are not limited to, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any hazardous materials. "Hazardous material" means any substances, pollutant, or contaminant listed as hazardous under the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

- b. The Concessionaire will not allow any contaminants or pollutants to be deposited or discharged on or in the Concession Area or any adjacent parts of the Federal Estate by its employees or agents. In addition, the Concessionaire shall take reasonable precautions to prevent the depositing or discharging of contaminants or pollutants on or in the Concession Area or any adjacent parts of the Federal Estate by third parties who are utilizing the Concession Area.
- c. The Concessionaire shall comply with all Applicable Laws concerning any hazardous material that will be used, produced, transported, stored or disposed of by it in connection with the operation and maintenance of the Concession and the Concession Area.
- d. Upon discovery of any event which may or does result in contamination or pollution of the Concession Area or any parts of the adjacent Federal Estate, the Concessionaire shall initiate any necessary emergency measures to protect public health and safety and the environment, and shall report such discovery and full details of the actions taken to Reclamation within twenty-four (24) hours of the time of discovery, if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- e. Notice of Violation Received. The Concessionaire shall, within 5 calendar days of its receipt, give Reclamation a copy of any notice of violation or warning from other regulatory agencies of any Applicable Law arising out of the activities of the Concessionaire, its agents, or its employees.
- f. Reports. The Concessionaire shall submit to Reclamation copies of all documents, reports, monitoring data, and manifests required under Applicable Laws to be submitted to any regulatory agency. The Concessionaire will furnish information as specified in Reclamation's Recreation Use Data Report on an annual basis or as otherwise requested.
- g. Communication with Regulatory Agencies. The Concessionaire shall provide timely written advance notice to Reclamation of scheduled communications, including without limitation, meetings, audits, inspections, hearings and other proceedings between regulatory agencies and the Concessionaire related to compliance with applicable laws concerning its operations under this Contract. The Concessionaire shall also provide Reclamation any written materials prepared or received by the Concessionaire in advance of or subsequent to any such communications. The Concessionaire shall also provide timely notice to Reclamation following any unplanned communications between environmental regulatory agencies and the Concessionaire.
- h. Violation of any of the provisions of this section, as determined by Reclamation, may constitute grounds for Termination of this Concession Contract. Such violations will

require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

- i. Reclamation agrees to provide the information necessary for the Concessionaire, using reasonable diligence, to comply with the provisions of this section.

4. Solid Waste Minimization

The Concessionaire shall implement policies and practices consistent with the solid waste minimization program, if any, of the local jurisdiction in which the Concession Area is located. In the absence of such a solid waste minimization program, the Concessionaire will practice basic solid waste minimization measures consistent with the best management practices utilized in the local area. Special consideration should be given to the type of packaging and containers that are used in products offered for sale to visitors.

5. Oil Spill Prevention

The Concessionaire shall comply with all applicable Federal, State, and local laws, rules and regulations related to hazardous substance use, storage and disposal. The Concessionaire will store and utilize any fuel and oil in a manner that will prevent these substances from spilling into and contaminating the Reclamation lands and waters. The Concessionaire is only authorized for retail sales of fuel or oil stored or located on the Concession Area.

6. General Requirement to Reduce Environmental Impacts

With regard to the management and prevention of environmental impacts not specifically addressed by Appendix 3, Sections F.2. and G.1., the Concessionaire will apply the most current means and technologies available to it and similarly situated businesses to attain the highest level of resource protection for the Concession Area reasonably practicable in light of the operations being conducted under this Concession Contract. In particular, the Concessionaire will, in order to reduce impacts of the Concession operation upon the natural environment:

- a. Use only enclosed flotation for its docks when replacing existing dock flotation. Old foam will be recycled, if possible, or disposed of in a manner compliant with Applicable Laws.
- b. Purchase only outboard engines that conform to current EPA emission standards for marine spark-ignition engines and vessels (for example the September 2008 EPA 420-F08-013 standard) for use in providing Visitor Services.
- c. When replacing energy consuming fixtures, appliances, televisions, computers, light bulbs and other electrical devices, utilize low energy products, such as those certified by the Federal Energy Star program, where applicable.

7. Corrective Action

- a. The Concessionaire, at its sole cost and expense, shall promptly control and contain, and remediate any discharge, release or threatened release of any hazardous material or waste arising in connection with the Concessionaire's operations under this Contract. Any threatened or actual violation arising in connection with the

Concessionaire's operations under this Contract is the sole responsibility of the concessionaire.

- b. If the Concessionaire does not promptly control and contain, and remediate any unauthorized discharge or release arising out of the activities of the Concessionaire or its employees, agents, and contractors, Reclamation may, at its sole discretion and after notice to the Concessionaire, take any such action consistent with Applicable Laws. The Concessionaire shall be liable for and shall pay to Reclamation any costs associated with such action upon demand.
- c. The Concessionaire shall comply with any directives of Reclamation and be responsible for clean up or removal of any materials, product, or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessionaire to ensure that the Area remains in good condition, even if not specifically required by Applicable Laws.

G. FINANCIAL RECORDS AND FRANCHISE FEES

1. Financial Records

- a. The Concession Contractor shall maintain a financial accounting system under which its accounts can be readily identified with its system of accounts classification. Such an accounting system shall be capable of providing the information required by this Concession Contract. The Concession Contractor's system of accounts classification shall use, without exception and without modification unless approved by Reclamation, the Concession Contractor Annual Financial Reports (AFR) provided in Exhibit C.
- b. The Concession Contractor shall follow Generally Acceptable Accounting Principles in recording financial transactions and in reporting results to the authorized officer. Additionally, the accounting system shall include the following:
 - (1) Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this authorization. Receipts should be recorded daily, and if possible, deposited into a bank account without reduction by disbursements. Receipt entries shall be supported by source documents such as cash register tapes, sale invoices, rental records, and cash accounts from other sources.
 - (2) A permanent record of investments in facilities including a depreciation schedule and current source documents for acquisition costs of capital items.
 - (3) Bank accounts will be maintained separately for the businesses conducted under this Concession Contract and not commingled with those for other businesses of the Concession Contractor.
 - (4) The holder shall retain the above records and keep them available for audit for five (5) years after the end of the year involved.
- c. The Concession Contractor must use the accrual accounting method. If annual Gross Revenues do not exceed \$250,000, the Concession Contractor's financial statements and AFR may be prepared and submitted without a review or audit opinion of a licensed Certified Public Accountant (CPA), unless otherwise directed by Reclamation.

- d. If annual Gross Revenues exceed \$250,000 but not \$1,000,000, the required AFR Schedules and financial statements must be reviewed by a licensed CPA in accordance with the standards and procedures as are applicable for the year of the review promulgated by the American Institute of Certified Public Accountants (AICPA).
- e. If the annual Gross Revenues of the Concession Contractor exceed \$1,000,000, the required AFR Schedules and financial statements must be reviewed by an independent CPA in accordance with the standards and procedures as are applicable for the year of the audit promulgated by the AICPA.
- f. In computing net profits for any purposes of this Concession Contract, the Concession Contractor shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Concession Contract. This includes but is not limited to arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concession Contractor or by any other device including, but not limited to, management fees.
- g. The Concession Contractor shall submit annually, as soon as possible but not later than 150 days after the last day of its fiscal year, a financial statement for the preceding fiscal year or portion of a year.
- h. Within 90 days after the effective date of this Concession Contract, the Concession Contractor shall submit to Reclamation a balance sheet (example included in Exhibit C) as of the beginning date of the term of this Concession Contract. The balance sheet shall be reviewed annually, as determined by the annual gross receipts, by a licensed CPA. The balance sheet shall be accompanied by a schedule as shown that identifies and provides details for all capital improvements. The schedule must describe these capital improvements in detail and show, for each such capital improvement, the date acquired, constructed, or installed and a separate itemization of labor costs and equipment costs, without alteration and without modification, as provided in Exhibit C except as authorized by Reclamation.

2. Franchise Fee Payable to Reclamation

- a. The Concessionaire agrees to pay 4 percent of Gross Receipts. If the Bureau of Reclamation reduces the season by more than 5 percent, or removes more than 5 percent of the facility from the concession operations, the franchise fee shall be reduced to 3 percent of Gross Receipts (in that annum only). Types of reductions of the season or removals of inventory! Reclamation could be due to fire, wind damage, construction or administrative closures. Impacts resulting from Reclamation reservoir operations are not subject to these adjustments. It is the responsibility of the concessionaire to submit written documentation with a sufficient level of detail to support the specific request for Reclamation's review and concurrence.
- b. The Concession Contractor shall pay any additional Franchise Fee amounts due within 30 days after the end of the Concession Contractor's fiscal year as a result of adjustments to Gross Receipts determined at the time of submission of the Concession Contractor's AFR. Overpayments shall be offset against the following year's Franchise Fees.

- c. In the event of termination, bankruptcy, or expiration of this Concession Contract, overpayments will first be credited against any money due and owing the Government, and the remainder, if any, will be returned to the Concession Contractor.
- d. The Concession Contractor shall use either the Treasury Financial Communications system to electronically deposit all payments, or shall mail all payments and report directly to the following address:

US Bureau of Reclamation
Montana Area Office
P.O. Box 30137
Billings, MT 59107-0137

3. Late Payment of Franchise Fee

Franchise fees not paid within 30 days of the due date are subject to the Federal Claims Collection Act (31 U.S.C. 3701 – 3720 A), the Debt Collection Improvement Act (P.L. 104-134), and all other Applicable Laws. Fees not paid when due are subject to an administrative fee and interest on the unpaid debt in accordance with these Applicable Laws.

H. TAXES, INSURANCE, AND INDEMNIFICATION

1. Taxes and Assessments

The Concessionaire shall promptly pay all income, property, sales, use and other taxes and assessments, general or special that become due from, or are levied or assessed against the Concessionaire by virtue of its operation of the Concession and its ownership and use of Concession Improvements and Concessionaire Personal Property.

2. Insurance

- a. The Concessionaire shall comply with the insurance amounts and requirements identified in Exhibit F – Insurance Requirements. Outlined below are minimum amounts of insurance required and procedures.
 - (1) Liability. The Concessionaire shall have in force at all times general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence of bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Concession Contract.
 - (2) Property. The Concessionaire shall have in force at all times fire and commercial property insurance for all Concession Improvements and Concessionaire Personal Property included in this Concession Contract. The amount of the coverage provided by the fire and commercial property insurance shall be at a level necessary to cover the full replacement value of the property loss. At the discretion of Reclamation, the Concessionaire may be required to use all proceeds received from claims for damages to the Concession Improvements and Concessionaire Personal Property to repair, rebuild, restore or replace damaged property covered by the policy.

- b. As evidence of the required insurance coverage, the Concessionaire shall furnish certificate(s) of insurance to Reclamation at the commencement of this Concession Contract and annually thereafter.
- c. The insurance certificate(s) shall name the United States of America, acting through the Bureau of Reclamation, U.S. Department of the Interior, as an additional insured.
- d. If requested, complete copies of insurance policies, trust agreements, and other pertinent documents and records shall be provided to Reclamation by the Concessionaire. Reclamation may require that a different insurer be selected if, in Reclamation's judgment, the current insurer is financially unstable. Any such changes must be made within 30 days of Reclamation providing written notice to the Concessionaire.
- e. All liability policies must provide that the insurance company will have no right of subrogation against Reclamation.
- f. There shall be no cancellation, material changes, reduction of limits or intent not to renew the insurance coverage's without thirty (30) days prior written notice from the Concessionaire or its insurer to Reclamation. The Concessionaire shall provide Reclamation with each renewal certificate as they are renewed, throughout the life of this Concession Contract. Reclamation will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Concessionaire proves to be inadequate or otherwise insufficient for any reason whatsoever.

3. Indemnification

The Concessionaire agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any death or injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Concessionaire.

4. Accident Reporting

The Concessionaire shall immediately report to Reclamation any event which results in the death or injury of a person, or persons, at the Concession Area.

I. MISCELLANEOUS PROVISIONS

1. Right of Entry by the United States

- a. There is reserved to the United States, and its successors, agents, and assigns, the right to remove from the Federal Estate, including the Concession Area, materials for the construction, operation, and maintenance of the Project and to construct, operate and maintain Project facilities thereon.
- b. There is reserved to the United States, and its successors, agents, and assigns, the right to prospect and carry on developments for oil, gas, coal, and other minerals on

said lands under all Applicable Laws, including the Act of October 2, 1917 (40 Stat. 297), the Act of February 25, 1920 (4 Stat. 437), and the Act of May 27, 1947 (61 Stat. 119).

- c. There is reserved to the United States, and its successors, agents, and assigns, the right for its officers, agents, employees, licensees, and permittees, at all reasonable times and places, of ingress to, passage over, and egress from the Concession Area and all Concession Improvements and Concessionaire Personal Property. Reclamation reserves the right to construct, operate and maintain public works now or hereafter authorized by the Congress without liability for termination of this Concession Contract or other damage to the Concessionaire's activities or facilities.

2. Compliance with all Applicable Laws

The Concessionaire shall comply with all Applicable Laws.

3. Amendment of this Concession Contract

This Concession Contract may be amended only by mutual written agreement of Reclamation and the Concessionaire.

4. No Real Property Conveyed

This Concession Contract does not convey any interest in real property, and may not be used as collateral for a loan without Reclamation's prior written approval.

5. Officials Not to Benefit

No member or delegate of Congress or employee of the Federal Legislative, Executive, or Judicial branches shall be a party to this contract in his or her personal capacity or receive any personal benefit arising from this Concession Contract.

6. Civil Rights and Non-Discrimination

The Concessionaire shall not discriminate on the basis of race, gender, color, or national origin. The Concessionaire shall not discriminate when setting rates or providing Visitor Services to the public. The Concessionaire shall comply with all Applicable Laws relating to nondiscrimination in providing Visitor Services to the public and accessible facilities and services. Refer to Exhibit E – Non-discrimination and Accessibility Requirements.

7. Covenant Against Contingent Fees

The Concessionaire warrants that no person or agency has been employed or retained to solicit or secure this Concession Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Concessionaire for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to annul this Concession Contract without liability or in its discretion to require the Concessionaire to pay, in addition to the Concession Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8. Notices

Any notice, demand, request or reporting of information authorized or required by this Concession Contract shall be deemed to have been given, on behalf of Reclamation or the Concessionaire, when mailed, postage prepaid, or delivered to the following representatives:

Reclamation:
Area Manager: Steve Davies
Bureau of Reclamation
P.O. Box 30137
Billings, MT 59107-0137
Phone No. 406-247-7295

Canyon Enterprise, Inc.
President
Attn: Esther Fishbaugh
1380 Wolverine Lane
Bozeman, MT 59718
Phone No: 406-587-9054
Fax No: 406-587-8251
gccampgrounds13@gmail.com

9. Severability

Each Section of this Concession Contract shall be interpreted in such a manner as to be valid under Applicable Law, but if any Section of this Concession Contract shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such Section shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such Section or any other remaining Sections, or of the Concession Contract as a whole.

10. Contingent on Appropriation or Allotment of Funds

The expenditure or advance of any money or the performance of any obligation of Reclamation under this Concession Contract shall be contingent upon appropriation and allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Concessionaire from any obligations under this Concession Contract. No liability shall accrue to Reclamation in case funds are not appropriated or allotted.

J. EXPIRATION, SUSPENSION, AND TERMINATION OF THIS CONTRACT

1. Expiration of this Concession Contract

The Concessionaire has no rights to the automatic renewal of this Concession Contract or to any future new contract for the use and occupancy of the Concession Area. The Concessionaire acknowledges that it understands that Reclamation expects to enter into any future contracts for the operation of the Concession Area only after conducting a competitive bidding process open to the public.

2. Suspension of this Concession Contract

Reclamation reserves the right to suspend portions of this Concession Contract as deemed necessary to enhance or protect Project purposes; the resources in and on the Concession Area; breach of contract; and the public's health and safety. In the event of a suspension, no compensation of any nature shall be due the Concession Contractor by Reclamation, including, but not limited to, compensation for losses based on lost income, profit, wages, or the necessity to make expenditures as a result of the suspension.

3. Termination of this Concession Contract

- a.** Upon 60 days written notice to the Concessionaire, Reclamation may terminate this Concession Contract if Reclamation determines that the Contractor has materially breached any requirement of this Contract, including the following requirements:

 - (1) Maintain and operate Visitor Services to the satisfaction of Reclamation.
 - (2) Provide only those Visitor Services set forth in Appendix 3, Section D.1. of this Concession Contract.
 - (3) Prepare and comply with the operation and maintenance plan.
 - (4) Pay the established Franchise Fee.
 - (5) Comply with all Applicable Laws, regulations, codes, or terms and conditions of any use authorization and obtain any and all required permit or authorizations.
 - (6) Apply the conditions of the contract, including the pre-approval requirement of Section K.2.a., when assigning, selling, or transferring responsibilities of this Concession Contract to third parties.
 - (7) Correct deficiencies identified during the Concessions review program.
 - (8) Establish and operate the RAFI in accordance with Exhibits D of this Concession Contract.

- b.** Upon one year's written notice to the Concessionaire, Reclamation may terminate this Concession Contract if either of the following applies:

 - (1) Reclamation determines that the Concession is no longer compatible with authorized project purposes; or
 - (2) Reclamation determines, in a planning document completed during the term of this Concession Contract (such as a Resource Management Plan, Recreation Plan, or Commercial Services Plan), that termination of the Concession is necessary for the implementation of activities considered within said planning document.

- c.** Reclamation may terminate this Concession Contract in any of the following circumstances:

 - (1) In the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety; or
 - (2) If the use is determined incompatible with project operations, safety, and security; or
 - (3) If the area is necessary for the immediate operational needs of the project.

- d.** A termination pursuant to section J.3.b or J.3.c of this contract shall be a termination for convenience of the United States. Loss of future profits shall not be included in any damages claimed by Concessionaire resulting from a termination for convenience.

- e.** Reclamation will assume no cost or liability in the event of termination pursuant to J.3.a of this contract.

- f.** The notices provided by this Section will be served by certified mail or comparable method, addressed to the respective mailing addresses given in Section I.8. and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service.

- g. If this Concession Contract is terminated under Section J.3.a., Reclamation reserves the right to bar the Concessionaire from the use of Reclamation land on the Canyon Ferry Project for a period of time, as determined by the Regional Director.
- h. If this Concession Contract is terminated pursuant to Section J.3, all rights of the Concessionaire hereunder will cease and the Concessionaire will quietly deliver to Reclamation the Concession Area in accordance with Section K. of this Concession Contract.
- i. **Disputes.** Disputes between Reclamation and the Concessionaire are to be resolved through informal negotiations and discussions. In the event that such disputes fail to reach resolution, both parties may request a formal, nonbinding arbitration process. Each party selects one member for the arbitration panel and, together, these two members will select the third (neutral) panel member. The panel will treat each party equally and fairly. Recommendations must be made by a majority of the panel members. If either party disagrees with the arbiter's recommendation, he or she may file an appeal with the Secretary of the Interior under 43 CFR, Part 4, Subpart G. The Secretary's determination is final and binding.

K. DISPOSITION OF IMPROVEMENTS AND PERSONAL PROPERTY

1. Disposition of Improvements upon a Termination

If it is determined by Reclamation that this contract should be terminated, Reclamation will determine if any Concessionaire Personal Property is needed for the continued provision of visitor services following termination. Reclamation may offer to purchase the Concessionaire Personal Property designated for retention, in accordance with K.3.e and f. and K.4. below. Reclamation is not obligated to purchase the Concessionaire's Personal Property upon termination of the contract. If a successor concessionaire has been selected, the current Concessionaire may sell the Concessionaire Personal Property designated for retention to the successor, once the requirements of Section K.2.b., below, have been satisfied.

The Concessionaire will, at its own expense, be required to remove all Concessionaire Personal Property, except for any Concessionaire Personal Property for which a transfer of interest is made between the current Concessionaire and either a successor or Reclamation. Property not removed by the Concessionaire within one hundred twenty (120) calendar days from the effective date of the termination issued by Reclamation shall be deemed to have been abandoned by the Concessionaire and will be subject to disposition or disposal by Reclamation. The Concessionaire shall pay all expenses associated with such disposition or disposal by Reclamation.

Subsequent to removal, the Concessionaire is required to restore the Concession Area to a satisfactory condition as determined by Reclamation. Should the Concessionaire fail to do so, the Concessionaire shall pay all expenses associated with such restoration.

These conditions apply unless other arrangements are made between the parties in writing.

2. Disposition Upon Sale, Assignment, or Transfer of this Concession Contract

a. Concessionaires or parties holding interests in this concession contract may not sell, assign, or transfer their interests or a part of their interests to another party without the prior written approval of the Contracting Official. Concessionaires must complete and submit all sale and transfer information as required by Reclamation before approval of a sale or transfer of all or any portion of a concession operation will be considered.

A proposed transfer of interest is subject to the same evaluation process that is performed for a new concession contract. The Reclamation-designated official may choose not to approve a proposed sale or transfer or may choose to place conditions on the approval.

b. If a transfer of interest is approved by Reclamation, it cannot be executed by the Concessionaire until the successor contractor provides to Reclamation all insurance coverage required by Section H.2. and Exhibit F, a new RAFI account has been established in accordance with Exhibit D, and the applicable Reclamation policies and requirements governing concession contracts have been satisfied and approved by Reclamation.

c. The Concessionaire agrees to pay all costs incurred by Reclamation for reviewing a requested assignment.

d. It is the obligation of the Concessionaire to negotiate arrangements with the successor contractor regarding Concessionaire Personal Property owned by the Concessionaire. No payment will be due from the United States to the Concessionaire for any Concessionaire Personal Property not purchased by the successor contractor. Upon the execution of the proposed assignment, if approved by Reclamation, the Concessionaire will provide Reclamation with a copy of the Bill of Sale for any of the Concessionaire Personal Property being purchased by the successor contractor.

e. The Concessionaire must remove, at its own expense, all Concessionaire Personal Property not being purchased by the successor contractor. This must be accomplished not later than sixty (60) days following the date of execution of the assignment unless otherwise approved in writing by Reclamation and agreed to by the successor contractor. In the event that such Concessionaire Personal Property is not removed, it will be deemed to be abandoned and Reclamation will remove the Concessionaire Personal Property and the Concessionaire will be liable for any associated cost of removal.

f. In the event of the death of the Concessionaire during the term of the Concession Contract, Reclamation will honor the transfer of the Concession Contract to any heirs designated by wills or the operation of law.

3. Disposition Upon Expiration of this Concession Contract

a. All Concession Improvements within the Concession Area are owned by Reclamation and shall be retained under the terms of this Concession Contract. Any permanent additions or modifications to the Concession Improvements approved by Reclamation shall likewise be considered the property of Reclamation.

- b. No less than 18-months prior to the expiration of this Concession Contract, Reclamation will initiate a process to determine whether it will require, in whole or in part, Visitor Services to continue at the Concession Area after expiration of this Concession Contract. The Concessionaire will be notified in writing concerning this decision no less than 12 months prior to Concession Contract expiration. Additionally, assuming a continuation of the concession operation, this notification will also state whether Reclamation's intent is to operate the area through a concession contract, by direct government management, or through some other means. If Reclamation determines that Visitor Services will generally continue at the area, the notification letter will also disclose what Concessionaire Personal Property Reclamation intends to retain at the site.
- c. Following this written notification:
 - (1) A removal plan must be submitted to Reclamation for approval, in writing, no later than six (6) months prior to the expiration of this contract.
 - (2) Six (6) months prior to the Concession Contract's expiration, Reclamation may require changes to the Visitor Services offered at the area in order to facilitate orderly removal (e.g. a recreation vehicle campsite may need to be closed during or after the summer season to facilitate the completion of the removal process by the final contract expiration date).
 - (3) Should Reclamation notify the Concessionaire of the intent to discontinue all Visitor Services at the Concession Area, the Concessionaire should begin planning for the removal of Concessionaire Personal Property.
- d. The Concessionaire shall remove all Concessionaire Personal Property not designated for retention in accordance with the Reclamation approved removal plan and the provisions of (c)(1) and (c)(2) above. No federal compensation will be provided for such Personal Property, but, assuming timely removal, the Concessionaire retains all rights to utilize these improvements at another location and/or to collect all proceeds associated with their sale or salvage. Concessionaire Personal Property not timely removed by the Concessionaire shall be deemed to be abandoned by the Concessionaire on this Concession Contract's date of expiration and will be subject to disposition or disposal by Reclamation. The Concessionaire agrees to pay all expenses associated with such disposition or disposal by Reclamation.
- e. For any Concessionaire Personal Property designated for retention, Reclamation may, subject to the availability of appropriations and applicable law, offer to purchase the property from the Concessionaire at no more than the appraised value in accordance with K.4. The Concessionaire has the option to accept, reject, or counter the offer from Reclamation.
- f. Concessionaire Personal Property designated for retention will be appraised by Federal Government appraisers. All Government appraisals shall conform to USPAP and UASFLA as implemented in accordance with the Department of the Interior's Office of Valuation Services Appraisal Policy Manual, or any succeeding standards and

manuals. The appraisal shall be completed no later than 9-months prior to the expiration of this contract and no earlier than 15-months prior.

4. Sale and Removal of Concessionaire Property

Upon expiration, termination or sale or transfer of a concession contract, if Reclamation designates any Concessionaire Personal Property for retention, the appraised value described in 3.f. above must be used to determine the value of such personal property. Reclamation is not obligated to purchase the Concessionaire's personal property but may give due consideration to purchasing Concessionaire Personal Property. If Reclamation makes an offer to purchase the Concessionaire Personal Property designated for retention, the Concessionaire has the option to accept, reject, or counter the offer from Reclamation.

No compensation is due to the Concessionaire from Reclamation for any Concessionaire Personal Property not identified for retention.

For any Concessionaire Personal Property not identified for retention, the Concessionaire may independently offer such property for sale to the public for use outside the Federal Estate to facilitate the removal of all property designated for removal in accordance with the removal plan identified in Section K.3.(c)(1) and (c)(2). Reclamation will not be responsible for any aspect of personal property transactions. Such property must be removed from the Concession Area by the deadlines established pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Concession Contract the day and year first above written.

CONCESSIONAIRE

By: Esther M. Fishbaugh
Name

Ray D. Farbyh
Name

President
Title

Secretary
Title

3-18-16
Date

3/18/2016
Date

Corporate Seal *none*

UNITED STATES OF AMERICA

By:  Date: MARCH 22, 2016

Michael J. Ryan
Regional Director
Great Plains Region
Bureau of Reclamation
2021 4th Avenue North
Billings, Montana 59101

STATE OF MONTANA)
County of Gallatin)ss
)

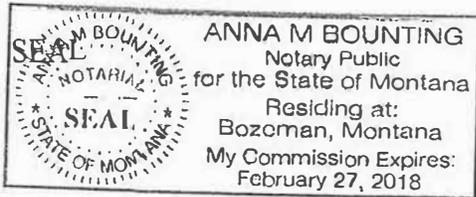
On this 18 day of March, 2016, personally appeared before me Perry D Fishbaugh & Esther C Fishbaugh, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged said instrument to be free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Notary Public in and for the State of Montana

Residing at: Bozeman, Montana

My commission expires: February 27, 2018



STATE OF MONTANA)
County of Yellowstone)ss
)

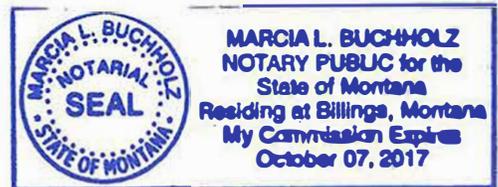
On this 22 day of March, 2016, personally appeared before me Michael J. Ryan, to me known to be the individual described in and who executed the within an foregoing instrument and acknowledged said instrument to be free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Notary Public in and for the State of Montana

Residing at: Billings

My commission expires: Oct. 7, 2017



SEAL

Exhibit B
Authorized Reclamation and Concessionaire Improvements
Goose Bay Marina

This concession opportunity provides for both Reclamation-owned facilities (herein referred to as Reserved Works); and requires Non-Reclamation owned Improvements (herein referred to as Concessionaire Personal Property) to be provided by the concessionaire. The Concessionaire will provide, at a minimum, a seasonal recreation operation that will be fully operational from May 1 through September 30 each year. Dates and times of operation may be reduced or expanded with Reclamation’s prior written approval.

RESERVED WORKS

The following Reserved Works will be assigned to the concessionaire for use in conducting its operations under this concession contract.

Reclamation Reserved Works Facility List
1 store building (1,024 square feet)
1 accessible host site (campsite) with full hookups
Campsites as described below. Campsites listed below include a fire ring and a tie down anchor for a picnic table.
-47 Campsites with water, sewer, and electrical service; -27 Campsites with electrical service only; -19 Campsites with no service
2 fee-based shower facilities that include men’s and women’s flush toilet facilities and 4 coin-operated showers in each building (for similar example refer to: http://www.cxtinc.com/products/cheyenne.asp)
7 double vault toilet buildings (CXT Tioga Special w/ Chase)
3 single vault toilets (CXT Gunnisons)
2 large group pavilions (30 x 64 feet and 30 x 34 feet) (pavilions include utility tables, fire ring and picnic table tie-down anchors)
3 group camping shelters (30 x 34 feet) (shelters include utility tables, fire ring and picnic table tie-down anchors)
8 day use shelters (16 x 24 feet) (shelters include picnic table tie-down anchors)
10 day use picnic table slabs (18 x 26 feet) (includes picnic table tie-down anchors)
1 potable water fill station (2 towers)
2 RV dump stations
Elevated gangway and floating platforms for access to Concessionaire provided docks
1 Maintenance building
A new well
A water treatment building and underground 25,000 gallon water storage tank
A Boat trailer storage area
Drip irrigation for trees and shrubs
A courtesy dock

CONCESSIONAIRE PERSONAL PROPERTY

The Concessionaire will be required to provide the following Concessionaire Personal Property and for use in conducting its operations under this concession contract. The following is to be provided within 150 days of issuance of the concession contract, with a requirement to be open to the public, with a minimum level of access and service, no later than May 15 for the 2016 season (for the 2016 season, the minimum level of service will include campsite rentals, provision of all utilities and associated operation and maintenance). Any exceptions to the 150 day implementation timeline may be submitted by the Concessionaire in writing for Reclamation review and consideration.

Concessionaire Personal Property
Docks with a minimum of 60 slips
Accessible Picnic tables for each campsite and all shelters (approximately 136)
Marina Store fixtures, equipment and furnishings for operation of the store, such as refrigerators, freezers, register, shelving, etc. Note that food preparation is not planned nor authorized.
Fuel Station/System (above ground system)
Trash containers and aluminum can recycling containers

VISITOR SERVICES

The following is a list of both required and authorized visitor services to be offered by the Concessionaire. Proper licenses or permits will be obtained for all services prior to offering to the public. Required services are to be provided within 150 days of issuance of the concession contract, with a requirement to be open to the public, with a minimum level of access and service, no later than May 15 for the 2016 season (for the 2016 season, the minimum level of service will include campsite rentals, provision of all utilities and associated operation and maintenance). Any exceptions to the 150 day implementation timeline may be submitted by the Concessionaire in writing for Reclamation review and consideration.

Concessionaire Required Visitor Services
Campsite and group shelter management, including assignments, reservations and fee collection
Boat mooring
Marina store sales
RV Dump Service, including pumping of holding tanks
Potable water, including maintenance of well, treatment system, storage tank, and delivery system
Garbage removal service, including provision of garbage receptacles and aluminum can recycling containers
Store supplies and goods (no food preparation is planned for store other than microwavable items). Such microwavable items will comply with Federal, State, and local food handling and sanitation laws, rules, and regulations.
Provide necessary products and supplies for facilities including coin operated showers, flush restrooms, etc.
Fuel service for above ground fuel system
Overnight boat and trailer storage

Cleaning, maintenance and supplies for all campgrounds, shelters, restrooms, showers, toilets, tables and benches
Managing day use area and shelters
Vault toilet and vault pumping service and cleaning
Provide and maintain public utilities, including water, sewer, and electric service
Concessionaire Authorized Visitor Services
Seasonal dock rental
Additional (dockside) fuel services
Dockside septic dump services
Seasonal boat storage
Minor boat repair and maintenance
Recreational equipment rentals
Shelter rental
Boat rental
Fishing and hunting license sales (subject to approval from Montana Department of Fish, Wildlife and Parks)
Beer and wine sales (subject to Montana State licensing requirements)
Propane sales (bottle exchange only, subject to any permitting requirements)
Boat and camper setup service
Gas Caddy (subject to approval by Fire Marshall)
Portable fish cleaning station

Unless the Concession Contract is otherwise amended, Concessionaire's use of the concession area shall be limited to the required and authorized services. The Concessionaire may request that Reclamation amend the contract to allow additional visitor services which would need to be evaluated based on the needs of the recreating public and demand for said services. Such requests must be approved by Reclamation in writing, and approval of such requests is at Reclamation's sole discretion.

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Exhibit C
Annual Financial Report
Concession Contractor Annual Financial Report
General Instructions

The Annual Financial Report (AFR) instruction booklet was prepared by Reclamation to help the preparers of the AFR complete the enclosed schedules. For each schedule, a corresponding page is attached that explains (by line item) the information that needs to be provided in the schedule. Many of the required schedules are similar to statements frequently prepared as part of Generally Accepted Accounting Principles (GAAP) financial statements, however, please note that some of the AFR Schedules require more detail with respect to information. For example, Schedules F and G require detailed information for the revenues and expenses based on the type of activity. If the Bidder's financial statements prepared in compliance with GAAP also use a similar categorization for required information, such statements may be submitted in lieu of the AFR Schedules.

If the Concession Contractor has operations conducted by the same entity that are not related to the Concession Contract, or if multiple Concession Contracts are being operated by the same entity, then the Concession Contractor must submit complete financial statements for the entity that present the financial condition of the Concession Contractor, PLUS the required set of AFR Schedules for each Concession Contract, PLUS such worksheets and schedules as are necessary to document the reasonableness of the allocation of any fixed overhead, officer salaries or similar items.

A. WHO MUST FILE

All Concession Contractors must file a Concession Contractor AFR corresponding to each year of operation. Concession Contractors operating in more than one area under the same contract shall prepare a separate report for each area in which the operations are located.

B. WHEN AND WHERE TO FILE

Concession Contractors must file an AFR within the time period specified in the authorizing document (contract or permit). Concession Contractors shall submit one signed original and one copy to the Contracting Officer administering the area. Failure to submit the complete and accurate Schedules in a timely manner shall be considered a significant default of this Contract. In the event that the Concession Contractor determines that a significant possibility exists that a previously submitted AFR schedule contains a material error, then the Concession Contractor must notify Reclamation within 30 calendar days. In the event that the Concession Contractor is in default with its vendors, or has been threatened with a lawsuit, or has been sued, Concession Contractor must notify the Contracting Officer within 5 business days.

C. WHERE TO GET REPORT FORMAT

Concession Contractors may obtain the Concession Contractor AFR format from the Contracting Officer or base the reports on the format found in this Exhibit C.

D. ROUNDING

All entries should be rounded to the nearest dollar and \$0.50 should be rounded to the next highest dollar.

E. REQUIREMENT FOR AUDIT AND REVIEW

All supplemental schedules must be fully completed and submitted by the Concession Contractor. If a Concession Contractor's annual gross revenues equal or exceed \$250,000, the Primary Schedules (Schedules A through F, I, and P of the Concession Contractor AFR, below) must be reviewed by independent licensed CPA in accordance with all applicable standards recognized by the American Institute of Certified Public Accountants. If annual gross revenues equal or exceed \$1,000,000, the Primary Schedules must be audited by an independent CPA in accordance with the same standards mentioned above.

If the Concession Contractor's gross revenues are less than \$250,000, the Concession Contractor is required to complete only Schedules A, B, C, D, E, F, G, H, I, J, K, N, O, P, Q, R, and S. In all events, the AFR Schedules submitted by the principal executive officer and the principal financial officer must include certifications that:

- The signing officers have reviewed the report
- The report does not contain any material untrue statements or material omission or be considered misleading
- The financial statements and related information fairly present the financial condition and the results in all material respects
- The signing officers are responsible for internal controls and have evaluated these internal controls within the previous year (within the previous ninety days for entities with more than \$10,000,000 in gross revenues) and have reported on their findings
- A list of all deficiencies in the internal controls and information on any fraud that involves employees who are involved with internal activities
- Any significant changes in internal controls or related factors that could have a negative impact on the internal controls



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Bureau of Reclamation
Use Only
Date Received:

CONCESSION CONTRACTOR ANNUAL FINANCIAL REPORT

Concession Contractor: _____

Area: _____

(Contract or Permit No.) (Effective Date) (Expiration Date)

Corporation Limited Liability Corporation Partnership Sole Proprietorship

Primary and Supplemental Schedules

- Schedule A - Statement of Income
- Schedule B - Balance Sheet
- Schedule C - Depreciable Fixed Assets
- Schedule D - Statement of Cash Flows
- Schedule E - Notes to the Financial Statements
- Schedule F - Details of Gross Revenues
- Schedule G - Departmental Income and Expenses
- Schedule G1 - Departmental Income and Expenses (Continuation Sheet)
- Schedule H - Indirect Operating Expenses
- Schedule I - Computation of Government Fees
- Schedule J - Information on Corporate Owners, Officers, and Partners
- Schedule K - Supporting Schedule
- Schedule L - Additions to and Disposals of Fixed Assets
- Schedule N - Reserve Account Annual Reconciliation
- Schedule O - Reserve Account Expenditures
- Schedule P - Operational and Miscellaneous Financial Statistics
- Schedule P1 - Operational and Miscellaneous Financial Statistics (continuation sheet)



CONCESSION CONTRACTOR'S CERTIFICATION

I certify that this report (including accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete report.

(Concession Contractor's Signature) (Title) (Date)

(Mailing Address) (Telephone number)

(E-Mail Address) (FAX number)

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SCHEDULE A – STATEMENT OF INCOME

- Line 1. Enter the amount shown on Schedule G, Column A, Line 2.
Line 2. Enter the amount shown on Schedule G, Column A, Line 3.
Line 3. Subtract Line 2 from Line 1 and enter the amount.
Line 4. Enter the amount shown on Schedule G, Column A, Line 8.
Line 5. Subtract Line 4 from Line 3 and enter the amount.
Line 6. Enter the amount shown on Schedule G, Column A, Line 27.
Line 7. Subtract Line 6 from Line 5 and enter the amount.
Line 8. Enter the amount shown on Schedule H, Line 10.
Line 9. Enter the amount shown on Schedule H, Line 32.
Line 10. Enter the amount shown on Schedule I, Line 31.
Line 11. Add Lines 8 through 10.
Line 12. Subtract Line 11 from Line 7 and enter the amount.
Line 13. Enter the amount paid or accrued for the rental of facilities. This category will include mostly rental of facilities outside the area boundary. It will exclude the cost to rent equipment, which should be included in the amount entered on Line 6.
Line 14. Self-Explanatory.
Line 15. Self-Explanatory.
Line 16. Self-Explanatory.
Line 17. Enter the amount shown on Schedule C, Column G, Line 6.
Line 18. Enter the total year's amortization charge for all classes of intangible assets.
Line 19. Enter the description of other fixed expenses and amounts for these fixed expenses not shown elsewhere.
Line 20. Enter the description of other fixed expenses and amounts for these fixed expenses not shown elsewhere.
Line 21. Add Lines 13 through 20 and enter the amount.
Line 22. Subtract Line 21 from Line 12 and enter the amount.
Line 23. Enter the total amount of all interest and dividend revenue accrued and earned during the year.
Line 24. Enter the total amount of all gains and losses resulting from the sale of assets.
Line 25. Enter the total amount of all compensation received from subconcession Contractors.
Line 26. Enter the description and income from sources not shown elsewhere.
Line 27. Add Lines 23 through 26 and enter the amount.
Line 28. Subtract Line 27 from Line 22 and enter the amount.
Line 29. Self-Explanatory.
Line 30. Self-Explanatory.
Line 31. Add Lines 29 and 30 and enter the amount.
Line 32. Subtract Line 31 from Line 28 and enter the amount.

Concession Contractor

Year Ending:

Statement of Income	SCHEDULE A	
	This Year	Last Year
Departmental Income		
1. Gross Revenues (Schedule G, Column A, Line 2)		
2. Returns and Allowances (Schedule G, Column A, Line 3)		
3. Net Sales (Schedule G, Column A, Line 4)		
4. Cost of Sales (Schedule G, Column A, Line 8)		
5. Gross Profit (Schedule G, Column A, Line 9)		
6. Total Direct Expenses (Schedule G, Column A, Line 27)		
7. Departmental Income (Loss) (Schedule G, Column A, Line 28)		
Indirect Operating Expenses		
8. Undistributed Departmental Expenses (Schedule H, Line 10)		
9. General and Administrative Expenses (Schedule H, Line 32)		
10. Franchise Fees (Schedule I, Line 31)		
11. Total Indirect Operating Expenses		
12. Total Income (Loss) from Operations Before Fixed Expenses		
Fixed Expenses		
13. Rent		
14. Property Taxes		
15. Business/Liability/Property Insurance		
16. Interest Expense		
17. Depreciation (Schedule C, Column G, Line 6)		
18. Amortization		
19. Other (Identify)* _____		
20. Other (Identify)* _____		
21. TOTAL FIXED EXPENSES		
22. INCOME (LOSS) BEFORE INCOME TAXES AND OTHER INCOME OR EXPENSES		
Other Income (Expenses)		
23. Interest and Dividend Income		
24. Gain (Loss) on Sale of Property		
25. Commissions/Fees/Compensation from SubConcession Contractors (Schedule I, Line 24)		
26. Other (Identify)* _____		
27. TOTAL OTHER INCOME (EXPENSES)		
28. INCOME (LOSS) BEFORE INCOME TAXES		
Income Taxes		
29. Federal		
30. State and Local		
31. TOTAL INCOME TAXES		
32. NET INCOME (LOSS)		

* All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

SCHEDULE B – BALANCE SHEET

- Line 1. Self-Explanatory.
Line 2. Self-Explanatory.
Line 3. Self-Explanatory.
Line 4. Self-Explanatory.
Line 5. Enter the amounts receivable from shareholders, officers, and related entities. This amount must be fully explained in Schedule E, Notes to the Financial Statements.
Line 6. Self-Explanatory.
Line 7. Self-Explanatory.
Line 8. Enter the description and total amount of other current assets not shown elsewhere.
Line 9. Add Lines 1 through 8 and enter the amount.
Line 10. Enter the amount shown on Schedule C, Column G, Line 4, if Schedule C is submitted.
Line 11. Enter the amount shown on Schedule C, Column G, Line 8, if Schedule C is submitted.
Line 12. Subtract Line 11 from Line 10 and enter the amount.
Line 13. Self-Explanatory.
Line 14. Self-Explanatory.
Line 15. Add Lines 12 through 14 and enter the amount.
Line 16. Self-Explanatory. Should equal Schedule N, Line 13.
Line 17. Enter the description and amount of other assets not shown elsewhere.
Line 18. Add Lines 16 and 17 and enter the amount.
Line 19. Add Lines 9, 15, and 18 and enter the amount.
Line 20. Enter the amounts payable from shareholders, officers, and related entities. This amount must be fully explained in Schedule E, Notes to the Financial Statements.
Lines 21-25. Self-Explanatory.
Line 26. Enter amounts such as advance deposits for services not yet rendered (e.g., river trips and lodging).
Line 27. Enter the description and amounts for other current liabilities not shown elsewhere.
Line 28. Add Lines 20 through 27 and enter the amount.
Line 29. Self-Explanatory.
Line 30. Enter the description and amounts for all other long-term liabilities not shown elsewhere.
Line 31. Add Lines 29 and 30 and enter the amount.
Line 32. Add Lines 28 and 31 and enter the amount.
Line 33. To be filled out by Sole Proprietorships or Partnerships but NOT Corporations.
Lines 34-37. To be filled out by Corporations but NOT Sole Proprietorships or Partnerships.
Line 38. Sole Proprietorships and Partnerships enter the amount from Line 33. Corporations enter the total of Lines 34, 36, and 37 less Line 35.
Line 39. Add Lines 32 and 38 and enter amount.

Note: Line 19 must equal line 39. If the assets reported by the concession contractor are used for both in-area and out-of-area revenue, the assets reported on the balance sheet should be proportional to the amount of sales generated in the area. The basis for this allocation should be explained in Schedule E, “notes to the financial statements.”

Concession Contractor

Year Ending:

Balance Sheet		SCHEDULE B	
ASSETS		<u>This Year</u>	<u>Last Year</u>
Current Assets			
1.	Cash	_____	_____
2.	Marketable Securities	_____	_____
3.	Inventories – Merchandise	_____	_____
4.	Accounts Receivable	_____	_____
5.	Notes Receivable – Related Party	_____	_____
6.	Notes Receivable – Other	_____	_____
7.	Prepaid Expenses	_____	_____
8.	Other (Identify) _____	_____	_____
9.	TOTAL CURRENT ASSETS	_____	_____
Fixed Assets			
10.	Depreciable Fixed Assets (Schedule C, Column G, Line 4)	_____	_____
11.	Less: Accumulated Depreciation (Schedule C, Column G, Line 8)	_____	_____
12.	Net Depreciable Fixed Assets (Schedule C, Column G, Line 9)	_____	_____
13.	Construction in Progress	_____	_____
14.	Interest During Construction	_____	_____
15.	TOTAL FIXED ASSETS	_____	_____
Other Assets (Identify)			
16.	Reserve Account (Schedule N, Line 13)	_____	_____
17.	Other (Identify)	_____	_____
18.	TOTAL OTHER ASSETS	_____	_____
19.	TOTAL ASSET	_____	_____
LIABILITIES			
Current Liabilities			
20.	Notes Payable – Related Party	_____	_____
21.	Notes Payable – Other	_____	_____
22.	Accounts Payable	_____	_____
23.	Current Maturities on Long-Term Debt	_____	_____
24.	Government Franchise Fee Payable	_____	_____
25.	Accrued Liabilities	_____	_____
26.	Advance Deposit	_____	_____
27.	Other (Identify)	_____	_____
28.	TOTAL CURRENT LIABILITIES	_____	_____
Long-Term Liabilities			
29.	Long-Term Debt, Less Current Maturities	_____	_____
30.	Other (Identify) _____	_____	_____
31.	TOTAL LONG-TERM LIABILITIES	_____	_____
32.	TOTAL LIABILITIES	_____	_____
EQUITY			
33.	Partner's or Proprietor's Capital	_____	_____
34.	Common and Preferred Stock	_____	_____
35.	Less: Treasury Stock	_____	_____
36.	Additional Paid – In Capital	_____	_____
37.	Retained Earnings	_____	_____
38.	TOTAL EQUITY	_____	_____
39.	TOTAL LIABILITIES AND EQUITY	_____	_____

SCHEDULE C – DEPRECIABLE FIXED ASSETS

GENERAL

Columns A and B are to be used only for fixed assets in which Reclamation has granted the Concession Contractor the right to make improvements pursuant to the Concession Facilities Improvement Program (CFIP) pursuant to the concession contract.

The costs of Concession Capital Improvements are to be entered in Column A and B.

Concession Contractors showing amounts in Columns A or B that are damaged by some event (hereinafter “Destruction Event”) whether said damage is covered in whole or in part or not covered by insurance, Replacement may or may not be required by Reclamation. If replacement is required, and not completed, the concession contractor will be in breach of Contract. Any actions necessitated by a Destruction Event shall be reviewed and approved in an expedited manner inconsistent with the CFIP previously approved or as may be modified in writing and approved by Reclamation. Absent written approval from Reclamation prior to the expenditure of insurance proceeds, insurance proceeds must be utilized to restore the Concession area to its state before the Destruction Event.

In Columns A or B, enter the Concession Contractor’s capital costs of all alterations, additions, and improvements approved pursuant to the CFIP. The CFIP does not include routine repairs and maintenance. The Concession Contractor should expense routine repairs and maintenance.

Columns D, E, and F relate to personal property assets such as transportation, furniture, movable fixtures, equipment, and other personal property in which the Concession Contractor intends to use in the Concession area or at other locations. The completion of Columns D-F are optional.

Concession Contractors showing amounts on lines 2, 3, and 7 must complete Schedule L, “Additions to and Disposals of Fixed Assets,” giving details of the acquisition or disposal of assets.

- Line 1. Enter in the appropriate columns the fixed asset balances at the beginning of the year. The amounts entered must agree with the amounts on Line 4, ending balance on the previous year’s report. If the amounts do not agree, attach an explanation.
- Line 2. Enter in the appropriate columns additions to fixed assets during the current year.
- Line 3. Enter in the appropriate columns disposals of fixed assets during the current year.
- Line 4. Subtract Line 3 from the sum of Lines 1 and 2 and enter the amount.
- Line 5. Enter in the appropriate columns the accumulated depreciation balances at the beginning of the year. The amounts entered must agree with the amounts on Line 8, ending balance on the previous year’s report. If the amounts do not agree, attach an explanation.
- Line 6. Enter in the appropriate columns the depreciation of fixed assets during the current year.
- Line 7. Enter in the appropriate columns the accumulated depreciation of fixed assets disposed of during the current year.
- Line 8. Subtract Line 7 from the sum of Lines 5 and 6 and enter the amount.
- Line 9. Subtract Line 8 from Line 4 and enter the amount.

Concession Contractor

Year Ending _____

Depreciable Fixed Assets

Schedule C

	Approved Improvements to Real Property		Other Assets				
	Infrastructure Improvements	Facilities Improvements	Other Improvements	Transportation Equipment	Furniture, Fixtures, & Equipment	Other	Total
	A	B	C	D	E	F	G
Cost							
1. Prior Year Balance							
*2. Additions this Year							
*3. Disposals this Year							
4. Ending Balance (Carry Column G to Schedule B, Line 10)							
Accumulated Depreciation							
5. Prior Year Balance							
6. Depreciation this Year							
*7. Accumulated Depreciation on Assets Disposed this Year							
8. Ending Balance (Carry Column G to Schedule B, Line 11)							
9. Net Depreciable Fixed Assets. End of Year (Carry Column G to Schedule B, Line 12)							

* If any entries are made on Lines 2, 3, or 7, complete Schedule L

SCHEDULE D – STATEMENT OF CASH FLOWS

- Line 1. Enter the amount of cash received from customers.
- Line 2. Enter the amount of cash paid for merchandise.
- Line 3. Enter the amount of cash paid for wages and other operating expenses.
- Line 4. Enter the amount of cash paid for interest.
- Line 5. Enter the amount of cash paid for taxes.
- Line 6. Enter the amount of cash paid to the Bureau of Reclamation.
- Line 7. Add Lines 1 through 6.
- Line 8. Enter the amount paid to acquire fixed assets.
- Line 9. Enter the amount of money received from the sale of assets.
- Line 10. Enter the amount of money received from the sale of land.
- Line 11. Enter the description and amounts for other investing activities not shown elsewhere.
- Line 12. Add Lines 8 through 11.
- Line 13. Enter the amount of the increase or decrease in intercompany receivables.
- Line 14. Enter the amount of cash received from the issuance of stock.
- Line 15. Enter the amount of cash paid to retire outstanding bonds.
- Line 16. Enter the amount of the dividends paid to the shareholders.
- Line 17. Enter the description and amounts for other financing activities not shown elsewhere.
- Line 18. Add Lines 13 through 17.
- Line 19. Add Lines 7, 12, and 18.
- Line 20. Enter the amount shown on Schedule B, 2nd Column, Line 1.
- Line 21. Add Lines 19 and 20. The sum should equal the amount shown on Schedule B, 1st Column, Line 1.
- Line 22. Enter the amount shown on Schedule A, Line 32.
- Line 23. Enter the amount shown on Schedule C, Column G, Line 6.
- Line 24. Enter the amount shown on Schedule A, Line 18.
- Line 25. Enter the amount of provision for losses on accounts receivable.
- Line 26. Enter the amount shown on Schedule A, Line 24.
- Line 27. Enter the amount of the increase or decrease in the inventory.
- Line 28. Enter the amount of the increase or decrease in the accounts receivable.
- Line 29. Enter the amount of the increase or decrease in the other assets.
- Line 30. Enter the amount of the increase or decrease in the prepaid expenses.
- Line 31. Enter the amount of the increase or decrease in the accounts payable.
- Line 32. Enter the amount of the increase or decrease in the franchise fee payable.
- Line 33. Enter the amount of the increase or decrease in the accrued liabilities.
- Line 34. Enter the amount of the increase or decrease in the advance deposits.
- Line 35. Enter the amount of the increase or decrease in the other liabilities.
- Line 36. Enter the amount of the increase or decrease in the division equity.
- Line 37. Sum lines 23 through 36 and add or subtract the difference from Line 22.

Concession Contractor	Year Ending:
Statement of Cash Flows – Direct Method	
SCHEDULE D	
Cash Flows From Operating Activities	
1. Cash received from customers	_____
2. Cash paid for merchandise	_____
3. Cash paid for wages and other operating expenses	_____
4. Cash paid for interest	_____
5. Cash paid for taxes	_____
6. Cash paid to Bureau of Reclamation	_____
7. Net Cash Flows Provided (Used) by Operating Activities	_____
Cash Flow From Investing Activities	
8. Purchase of fixed assets	_____
9. Purchase from sale of equipment	_____
10. Purchase from sale of land	_____
11. Other _____	_____
12. Net Cash Flow Provided (Used) by Investing Activities	_____
Cash Flow From Financing Activities	
13. Net increase or decrease in intercompany receivable account	_____
14. Cash received from issuing stock	_____
15. Cash paid to retire bonds	_____
16. Cash paid for dividends	_____
17. Other _____	_____
18. Net Cash Flows Provided (Used) by Financing Activities	_____
19. NET INCREASE (DECREASE) IN CASH	_____
20. CASH AT THE BEGINNING OF YEAR (Schedule B, 2nd Column, Line 1)	_____
21. CASH AT END OF YEAR (Schedule B, 1st Column, Line 1)	_____
Reconciliation of Net Income to Net Cash Provided by Operations	
22. Net Income (Schedule A, Line 32)	_____
Adjustments to reconcile net income to net cash provided by operating activities	
23. Depreciation expense (Schedule C, Column G, Line 6)	_____
24. Amortization expense (Schedule A, Line 18)	_____
25. Provision for losses on accounts receivable	_____
26. Gain or loss on sale of fixed assets (Schedule A, Line 24)	_____
27. (Increase) Decrease in inventories	_____
28. (Increase) Decrease in accounts receivable	_____
29. (Increase) Decrease in other assets	_____
30. (Increase) Decrease in prepaid expenses	_____
31. (Increase) Decrease in accounts payable	_____
32. (Increase) Decrease in franchise fee payable	_____
33. (Increase) Decrease in accrued liabilities	_____
34. (Increase) Decrease in advance deposits	_____
35. (Increase) Decrease in other liabilities	_____
36. (Increase) Decrease in division equity	_____
37. Net Cash Provided by Operating Activities	_____

* All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

SCHEDULE E – NOTES TO THE FINANCIAL STATEMENTS

There should be included in the notes a description of all significant accounting policies followed by the reporting entity. Commonly required disclosures include, but are not limited to, policies relating to:

- A. Accounting Method
- B. Depreciation Method
- C. Amortization of Intangibles
- D. Inventory Pricing
- E. Pension, Profit Sharing, and Stock Option Plans
- F. Computation of Net Income per Share
- G. Amortization of the Cost in Excess of Net Assets of Business Acquired
- H. Accounting for Income Taxes

The following are typical items and those items specific to concessions operating on the Federal estate with respect to which all significant facts should be disclosed and characterized through such notes:

- A. Long-Term Debt Agreements (including interest rate and payment term)
- B. Leases
- C. Contingent Liabilities
- D. Pending Lawsuits
- E. Pension and Profit Sharing Plans
- F. Income Taxes
- G. Changes in Accounting Methods
- H. Long-Term Contracts
- I. Extraordinary Items of Income or Expenses
- J. Related Party Transactions, including loan agreements and inter-company charges (such as management fees and corporate overhead expenses)
- K. Consulting agreements and contract services
- L. Concession Contractor assets used to provide the services authorized in the concession contract that are also used by the Concession Contractor for activities not related to the concession
- M. Allocation to the concession of revenues, expenses, and net income generated by the assets identified under the previous item (item L)

Concession Contractor

Year Ending:

Notes to the Financial Statements

SCHEDULE E

SCHEDULE F – DETAILS OF GROSS REVENUES

Enter on the appropriate lines the gross revenues from each of the services listed. Enter subtotal by department, as indicated. Amounts entered in the “This Year Departmental Total” column must be forwarded to Schedule G. Total gross revenue amounts reported on Schedules A, F, and G must be the same. The Schedule G totals from the prior year will be used to complete the prior year column for Schedule F. If the Contractor determines that prior year information was incorrect, an explanation of the correction must be attached.

Concession Contractor

Year Ending: _____

Details of Gross Revenues		SCHEDULE F		
	This Year Departmental Total 20__	Percent of all Revenues for 20__	Last Year Departmental Total 20__	Percent of all Revenues for 20__
LODGING Sch G Col ____				
1. Hotel and Motel	_____			
2. Cabins and Cottages	_____			
3. Tent Cabins	_____			
4. Backcountry	_____			
EMPLOYEE MEALS and LODGING Sch G Col ____				
5. Employee Lodging	_____			
6. Employee Food	_____			
FOOD Sch G Col ____				
7. Restaurant (Full Service)	_____			
8. Cafeteria	_____			
9. Snack Bar and Fast Food	_____			
10. Alcoholic Beverage Bar	_____			
SOUVENIRS Sch G Col ____				
11. Gifts, Curios	_____			
12. Genuine Authorized Native Handcraft	_____			
GENERAL MERCHANDISE Sch G Col ____				
13. Grocery	_____			
14. Package Liquor	_____			
15. Photographic	_____			
16. Other (Identity)* _____	_____			
CAMPGROUNDS Sch G Col ____				
17. Tents	_____			
18. RV Camping (without hook-ups)	_____			
19. RV Camping (with hook-ups)	_____			
20. RV Park (All other RV revenues excluding camping)	_____			
AUTO SERVICE Sch G Col ____				
21. Fuel and Oil	_____			
22. Parts, Service and Other	_____			
MARINA Sch G Col ____				
23. Slips and Mooring	_____			
24. Houseboat Rental	_____			
25. Boat and Motor Rental	_____			
26. Fuel and Oil	_____			
27. Boat and Motor Sales	_____			
28. Boat Repair	_____			
29. Dry Storage	_____			
30. Other (Identity)* _____	_____			
TRANSPORTATION Sch G Col ____				
31. Boat	_____			
32. Cruise Ship	_____			
33. Vehicle	_____			
34. Other (Identity)* _____	_____			
35. Saddle Horse and Livery	_____			
36. Float Trip and River runners	_____			
ADDITIONAL REVENUE SOURCES Sch G Col ____				
37. Skiing Fees (Cross Country Fees and Lift Tickets)	_____			
38. Vending Machine	_____			
39. Bathhouse	_____			
40. Canoe and Tube Rental	_____			
41. Rentals (Auto, Equipment, Other)	_____			
42. Hunting Guides	_____			
43. Guide and Instructional Service	_____			
44. Health Service	_____			
45. Golf Sales	_____			
46. Catalog Sales	_____			
47. Other (Identity)* _____	_____			
48. Other (Identity)* _____	_____			
49. Other (Identity)* _____	_____			
50. TOTAL GROSS REVENUES (Schedule G, Column A, Line 2)	_____		_____	_____

* All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

SCHEDULES G AND G1 – DEPARTMENTAL INCOME AND EXPENSES (AND CONTINUATION SHEETS AS ARE NECESSARY)

GENERAL

The schedule of departmental income provides for the identification and presentation of financial data in a format that isolates and defines the operations of each revenue and cost center and provides a basis for internal and external comparisons.

Concession Contractors providing services at several locations within an area may consolidate the results of the operations by department.

This schedule provides columns for a breakdown of departmental income. The departmental breakdown required is identified on Schedule F. Not all, perhaps none, of the Concession Proposals will contain every type of income contemplated on Schedule F. If revenues and/or expenses for the initial year and each subsequent year are allocable to a department listed on Schedule F, please assign each type of Departmental Income to a column in the order listed on Schedule F. For example, if income for three departments are reportable, then results would be reported in columns B - D with total results reported in column A. If at any time after beginning operations, the Contractor, with the approval of Reclamation, has additional, fewer or different, departments, include the results of discontinued or new operations for the reporting period in the appropriate department, clearly indicate the date that services are added, withdrawn or changed, and add any clarifying notes to allow proper analysis of the financial results as compared to the prior years.

If additional columns are needed, use Schedule G-1 (continuation sheet). Please number the continuation sheets and continue to identify departmental columns in alphabetical order (e.g., E, F, and G).

Column A must reflect the total of all entries on all other columns, including those on the continuation sheets.

- Line 1. Enter the name of the department as identified on Schedule F.
- Line 2. Enter, by department, the total gross revenues accruing to the concession from all sales. The amount entered should be exclusive of sales, excise, or other taxes collected for any taxing authority. If any taxes are included, please indicate.
- Line 3. Self-Explanatory.
- Line 4. Subtract Line 3 from 2 and enter the amount, by department.
- Line 5. Enter, by department, the beginning inventory. The amount entered must agree with amounts on Line 7, ending inventory of the previous year's report. If the amounts do not agree, attach an explanation.
- Line 6. Enter, by department, the cost of all purchases at gross invoice price less discounts plus transportation, storage, and delivery charges.
- Line 7. Enter, by department, the amount of the ending inventory.
- Line 8. Subtract Line 7 from the sum of Lines 5 and 6 and enter the amount, by department.
- Line 9. Subtract Line 8 from Line 4 and enter the difference, by department.

- Line 10. Enter, by department, the amount of direct salary and wage expense applicable to each category.
- Line 11. Enter, by department, the allocated portion of payroll taxes, health and life insurance, pension expenses, and other related expenses.
- Line 12. Enter, by department, the sum of Lines 10 and 11.
- Line 13. Enter, by department, the remuneration paid to authorized agents for business secured, including travel agents' commissions.
- Line 14. Enter, by department, the cost of direct operating supplies.
- Line 15. Enter, by department, the cost of all Federal, State, and local licenses, permits, and fees.
- Line 16. Enter, by department, the cost of reservation and booking activities.
- Line 17. Enter, by department, the cost of laundry and uniforms.
- Line 18. Enter, by department, the cost of china, silver, and glass.
- Line 19. Enter, by department, the cost of equipment rental.
- Line 20. Enter, by department, the cost of contract services.
- Line 21. Enter, by department, the cost of transportation expense (including fuel and oil which includes both vehicles and boats).
- Line 22. Enter, by department, the cost of spoilage.
- Line 23. Enter, by department, the description and cost incurred for direct expenses not shown elsewhere.
- Line 24. Enter, by department, the description and cost incurred for direct expenses not shown elsewhere.
- Line 25. Enter, by department, the description and cost incurred for direct expenses not shown elsewhere.
- Line 26. Add Lines 13 through 25 and enter the amount, by department.
- Line 27. Add Lines 12 and 26 and enter the amount, by department.
- Line 28. Subtract Line 27 from Line 9 enter the amount, by department.

Concession Contractor

Year Ending:

Departmental Income and Expenses

SCHEDULE G

*The Col A total is reported on Sch A on Line indicated		A	B	C	D	E
1.	Department	Total All Columns				
2.	GROSS REVENUES (*Sch A, Line 1)					
3.	RETURNS AND ALLOWANCE (*Sch A, Line 2)					
4.	NET SALES (*Sch A, Line 3)					
Cost of Sales						
5.	Inventory, Beginning					
6.	Plus Purchases					
7.	Less Ending Inventory					
8.	TOTAL COST OF SALES (*Sch A, Line 4)					
9.	GROSS PROFIT (*Sch A, Line 5)					
Direct Expenses						
Direct Labor						
10.	Salaries and Wages					
11.	Payroll Taxes and Benefits					
12.	TOTAL DIRECT LABOR					
Other Direct						
13.	Commissions					
14.	Operating Supplies					
15.	Licenses and Fees					
16.	Reservation Expense					
17.	Laundry and Uniforms					
18.	China, Silver, and Glass					
19.	Equipment Rental					
20.	Contract Services					
21.	Transportation Expense					
22.	Spoilage					
23.	Other (Identify)* _____					
24.	Other (Identify)* _____					
25.	Other (Identify)* _____					
26.	TOTAL OTHER DIRECT					
27.	TOTAL DIRECT (*Sch A, Line 6)					
28.	Department Income (Loss) (*Sch A, Line 7)					

* All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

Concession Contractor

Year Ending:

Departmental Income and Expenses (continuation sheet)

SCHEDULE G1

*The Col A total is reported on Sch A on Line indicated		F	G	H	I	J
1.	Department					
2.	GROSS REVENUES (*Sch A, Line 1)					
3.	RETURNS AND ALLOWANCE (*Sch A, Line 2)					
4.	NET SALES (Schedule A, Line 3)					
Cost of Sales						
5.	Inventory, Beginning					
6.	Plus Purchases					
7.	Less Ending Inventory					
8.	TOTAL COST OF SALES (*Sch A, Line 4)					
9.	GROSS PROFIT (*Sch A, Line 5)					
Direct Expenses						
Direct Labor						
10.	Salaries and Wages					
11.	Payroll Taxes and Benefits					
12.	TOTAL DIRECT LABOR					
Other Direct						
13.	Commissions					
14.	Operating Supplies					
15.	Licenses and Fees					
16.	Reservation Expense					
17.	Laundry and Uniforms					
18.	China, Silver, and Glass					
19.	Equipment Rental					
20.	Contract Services					
21.	Transportation Expense					
22.	Spoilage					
23.	Other (Identify)* _____					
24.	Other (Identify)* _____					
25.	Other (Identify)* _____					
26.	TOTAL OTHER DIRECT					
27.	TOTAL DIRECT (*Sch A, Line 6)					
28.	Department Income (Loss) (*Sch A, Line 7)					

* All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

SCHEDULE H – INDIRECT OPERATING EXPENSES

UNDISTRIBUTED DEPARTMENTAL EXPENSES

- Line 1. Enter wages and benefits paid to employees conducting repair and maintenance for the concession. These salary and benefit expenses should not include amounts shown in Schedule G, Lines 10 and 11.
- Line 2. Enter total expenditures of material purchases for concession-related repair and maintenance activities.
- Line 3. Enter total expenditures for third-party contract services for concession-related repair and maintenance activities (e.g., window repair, plumbing, electrical).
- Line 4. Enter total expenditures for third-party contract services for non-repair and maintenance related activities (e.g., garbage removal, window washing, security services).
- Line 5. Enter the cost of utilities, such as coal, oil, gas, and other fuels; electricity; water; and sewage.
- Line 6. Enter the cost of security expenses not acquired through a third-party contract service.
- Line 7. Enter description and amount for other undistributed departmental expenses that exceed \$10,000 annually.
- Line 8. Enter description and amount for other undistributed departmental expenses that exceed \$10,000 annually.
- Line 9. Enter the sum of all other undistributed departmental expenses that are less than \$10,000.
- Line 10. Add lines 1 through 9 and enter the amount.

GENERAL AND ADMINISTRATIVE EXPENSES

- Line 11. Enter the amount from Schedule J, Line 21, plus the related payroll taxes.
- Line 12. Enter the amount incurred for administrative and general salaries, other than officers' salaries, and amounts shown on Schedule G, Departmental Income and Expenses, and include related payroll taxes.
- Line 13. Enter the cost of all phases of employee administration, including drug testing.
- Line 14. Enter the cost of all credit card charge and bank charge expense.
- Line 15. Enter the cost of telephones and other communications-related expenditures.
- Line 16. Self-Explanatory.
- Line 17. Self-Explanatory.
- Line 18. Self-Explanatory.
- Line 19. Enter the fees charged by a management organization for management services.
- Line 20. Enter the amount charged to the Concession Contractor by a parent company for services rendered.
- Line 21. Self-Explanatory.
- Line 22. Self-Explanatory.
- Line 23. Self-Explanatory – specific consulting relationships should be described in Schedule E.
- Line 24. Self-Explanatory.
- Line 25. Self-Explanatory.
- Line 26. Self-Explanatory.
- Line 27. Self-Explanatory.
- Line 28. Self-Explanatory.
- Line 29. Enter description and amount for the cost incurred for general and administrative costs not shown elsewhere.
- Line 30. Enter the description and amount for cost incurred for general and administrative costs not shown elsewhere.
- Line 31. Enter the description and amount for cost incurred for general and administrative costs not shown elsewhere.
- Line 32. Add Lines 11 through 31 and enter the amount.

Indirect Operating Expenses

SCHEDULE H

Undistributed Departmental Expenses

- 1. Concession Facility Repair and Maintenance Labor Expense _____
- 2. Concession Facility Repair and Maintenance Material Expense _____
- 3. Concession Facility Repair and Maintenance Contract Service Expense _____
- 4. Non-facility Repair and Maintenance Contract Services Expense _____
- 5. Utilities Expense _____
- 6. Security Expense _____
- 7. Other (Identify)* _____
- 8. Other (Identify)* _____
- 9. Miscellaneous Undistributed Departmental Expenses _____
- 10. Total Undistributed Departmental Expenses (To Sch A, Line 8) _____

General and Administrative Expenses

- 11. Owner's, Officer's, and Partner's Salaries; Payroll Taxes; and Benefits
(From Schedule J, Line 21) _____
- Other Salaries, Payroll Taxes, and Benefits:
- Office/Manager's Office _____
- Accounting/Finance _____
- Human Resources/Personnel _____
- Information System/Data Processing _____
- Marketing/Promotion _____
- Other (Identify) _____
- 12. Total Other Salaries, Payroll Taxes, and Benefits _____
- 13. Employee Recruitment, Personnel, and Training _____
- 14. Credit Card Charges and Bank Charges _____
- 15. Telecommunications _____
- 16. Advertising and Promotional Expense _____
- 17. Contributions _____
- 18. Complimentary _____
- 19. Management Fees _____
- 20. Corporate Overhead _____
- 21. Legal and Professional Fees _____
- 22. Accounting and Audit Fees _____
- 23. Consulting Agreements _____
- 24. Bad Debts _____
- 25. Office Expense _____
- 26. Postage and Freight _____
- 27. Travel Expenses _____
- 28. Dues and Subscriptions _____
- 29. Other (Identify)* _____
- 30. Other (Identify)* _____
- 31. Other (Identify)* _____
- 32. Total General and Administrative Expenses (To Sch A, Line 9) _____

*All "Other" items over \$10,000 should be identified on Schedule K (Supporting Schedule).

SCHEDULE I – COMPUTATION OF GOVERNMENT FEES

- Line 1. Enter the amount of the flat fee specified in the contract or permit.
- Line 2. Enter the amount from Schedule A, Line 1.
- Line 3-5. Identify and enter the amount of other gross revenues from all other sources listed on Schedule F, Lines 47-49.
- Line 6. Add lines 3 through 5 and enter the amount.
- Line 7. Enter the amounts applicable to authentic United States Indian, Alaskan Native, Native Samoan, and Native Hawaiian Handcraft.
- Line 8. Enter only the amount applicable to the categories provided.
- Line 9. Enter only the amount applicable to the categories provided.
- Line 10. Enter only the amount applicable to the categories provided.
- Line 11. Enter only the amount applicable to the categories provided.
- Line 12. Enter only the amount applicable to the categories provided.
- Line 13. Enter only the amount applicable to the categories provided.
- Line 14. Enter only the amount applicable to the categories provided.
- Line 15. Enter only the amount applicable to the categories provided.
- Line 16. Enter only the amount applicable to the categories provided.
- Line 17. Enter only the amount applicable to the categories provided.
- Line 18. Enter only the amount applicable to the categories provided.
- Line 19. Enter the description and amount for other authorized deductions not shown elsewhere.
- Line 20. Add lines 7 through 19 and enter the amount.
- Line 21. Subtract Line 20 from the sum of Lines 2 and 6 and enter the amount.
- Line 22-24. Enter the percentage rate(s) as stated in the contract or permit. Calculate and enter the appropriate amount.
- Line 25. Add Lines 22 through 24 and enter the amount.
- Line 26-28. Enter the subConcession Contractor's names and amount of commission, fees, or compensation received from the subConcession Contractors shown on Lines 3 through 5.
- Line 29. Add Lines 26 through 28 and enter the amount.
- Line 30. Enter one half (50%) of the amount shown on Line 29.
- Line 31. Add Lines 1, 25, and 30 and enter the amount. This amount should equal the amount shown on Schedule A, Line 10.

Concession Contractor

Year Ending:

Computation of Government Fees

SCHEDULE I

1.	Flat Fee			
	Percentage Fee			
2.	Gross Revenues (Schedule A, Line 1)			
	PLUS: Other - Identify	Amount		
3.	_____	_____		
4.	_____	_____		
5.	_____	_____		
6.	Total Other Gross Revenues			
	LESS: Authorized Deductions (if Included in Gross Revenues)			
7.	Native Handcraft	_____		
8.	Intracompany Earnings	_____		
9.	Optional Services	_____		
10.	Charges for Employees' Meals and Lodging	_____		
11.	Cash Discounts on Purchases	_____		
12.	Cash Discounts on Sales	_____		
13.	Returned Sales and Allowances	_____		
14.	Excise Taxes added to Sales Price	_____		
15.	Gasoline Taxes	_____		
16.	Cost of Fishing Licenses Fees Sold	_____		
17.	Cost of Postage Stamps Sold	_____		
18.	Outside of Reclamation Unit Sales (Included in Gross Revenues)	_____		
	Other Authorized Deductions			
19.	_____	_____		
20.	Total Authorized Deductions			
21.	Total Gross Revenues Subject to Percentage Fee			
22.	Fee Structure _____ % of _____ =			
23.	_____ % of _____ =			
24.	_____ % of _____ =			
25.	Total Percentage Fee			
	FIFTY PERCENT OF COMMISSIONS/FEEES/COMPENSATION			
	FROM SUBCONCESSION CONTRACTORS			
	Name of SubConcession Contractor	Amount		
26.	_____	_____		
27.	_____	_____		
28.	_____	_____		
29.	Total Commission/Fees/Compensation From SubConcession Contractors			
	(Schedule A, Line 25)			
30.	Fifty Percent of Commission/Fees/Compensation From			
	SubConcession Contractors			
31.	Total Flat Fee, Percentage Fee, and SubConcession Contractor Fee			
	(Schedule A, Line 10)			

SCHEDULE J – INFORMATION ON CORPORATE OWNERS, OFFICERS, AND PARTNERS

Most of the items disclosed are self-explanatory, however, remember that the Schedule J information pertains to each individual area and each individual Concession Contract. Accordingly, if the one individual is an officer in one entity and that entity has two Contracts and one Contract operates two areas, then the entity would submit a Schedule J for all three locations and percentage of time devoted to all other business activities and all three Concession locations cannot exceed 100% for that officer.

If the ownership or control of the Concession Contractor is subject to agreements, including, but not limited to, management contracts and employment contracts that would cause a change in management or a 10% change of ownership upon the occurrence or non-occurrence of certain events, then such terms must be disclosed and attached as part of Schedule J. For example, if the operating agreement of a limited liability company were to be amended to grant an employee the opportunity to purchase an ownership interest of 10% in the limited liability company upon certain events, then that amendment should be included as part of the AFR Schedule J in the year that the amendment is adopted.

Concession Contractor

Year Ending:

Information on Corporate Owners, Officers, and Partners

SCHEDULE J

	A	B	C	D			E	F	G
	Name	Title	% of Time Devoted to Business	Partnership Interest	Common Stock	Preferred Stock	Total Wages	Total Benefits	Total Amount of Compensation
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
21.	Total (Schedule H, Line 11)								

* List all officers. In addition, list all owners and partners owning a 10 percent or more direct or indirect interest. If the Concession Contractor has more officers, owners, and partners than the spaces above provide for, please complete an additional schedule. Sole proprietors should not complete this form.

SCHEDULE K – SUPPORTING SCHEDULE

This schedule should include a comprehensive listing of all the expenses that are grouped together under one heading within the label of “Other” that exceed a combined line total of \$10,000. This includes:

- Schedule A – Lines 19, 20, and 26
- Schedule D – Lines 11 and 17
- Schedule F – Lines 16, 30, 34, and 47-49
- Schedule G – Lines 23-25
- Schedule G1 – Lines 23-25
- Schedule H – Lines 7-8 and 29-31

Concession Contractor

Supporting Schedule

Year Ending:

SCHEDULE K

SCHEDULE N – RESERVE ACCOUNT ANNUAL RECONCILIATION

- Line 1. Enter the amount from Schedule A, Line 1.
- Line 2. Enter amounts authorized in the contract or permit. In most circumstances, this will be the amount shown on Schedule I, Line 21.
- Line 3. Subtract Line 2 from Line 1 and enter the amount.
- Line 4. Show the percentage amount stated in the contract or contract amendment.
- Line 5. Multiply Line 3 by 4 and enter the amount.
- Line 6. Specify other calculations used in determining reserve account fees.
- Line 7. Add Line 5 and Line 7 and enter the amount.
- Line 8. Insert the ending balance from Schedule N, Line 13, from the preceding year.
- Line 9. Show the actual deposits made in the current accounting year.
- Line 10. Show the actual expenditures made in the current accounting year.
- Line 11. Show the interest income reported for this account in the current accounting year.
- Line 12. Show the bank charges reported for this account in the current accounting year.
- Line 13. Add Lines 8, 9, and 11, subtract Lines 10 and 12, and enter the amount.
- Line 14. If Line 13 has a positive balance and these funds are already obligated to another project, list the projects along with the amount of money obligated to each project.
- Line 15. Show the amount of money that is not obligated for projects.
- Line 16. Add Lines 14 and 15 and enter the amount.
- Line 17. List the deposits made in the current accounting year that were accruals due in the past calendar or fiscal year.
- Line 18. List deposits made in the current accounting year that are for payments of current year special account liabilities.
- Line 19. Add Lines 17 and 18 and enter the amount.
- Line 20. List the accrued liability the Concession Contractor has on the current year deposits.
- Line 21. Add Lines 18 and 20 and enter the amount.

Concession Contractor

Year Ending:

Reserve Account Annual Reconciliation

SCHEDULE N

1.	Gross Revenues (Schedule A, Line 1)	_____	
2.	Less-Adjustments to Gross Revenues	_____	
3.	Gross Revenues Subject to Reserve Account Calculation	_____	
4.	Reserve Account Percentage Rate	_____	%
5.	Amount Due Reserve Account	_____	
	Other Method (Specify Calculation)		
6.	_____	_____	
7.	Accrued Amount Due to Reserve Account for Current Year		_____
	Reserve Account Combined Cash Reconciliation		
8.	Balance in Reserve Account from Prior Year		_____
9.	Plus: Current Year Deposits		_____
10.	Less: Current Year Expenditures (Must also complete Schedule O)		_____
11.	Plus: Current Year Interest		_____
12.	Less: Current Year Bank Charges		_____
13.	Balance in Reserve Account at Year End (Should equal Schedule B, Line16)		_____
	<i>Allocation of Line 13</i>		
14.	Encumbered Balances (List Projects and Amounts)		
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
15.	Unencumbered Balance		_____
16.	TOTAL - Add lines 14 and 15 (Should equal Line 13 above)		_____
	Deposit Reconciliation		
17.	Reserve Account Deposits for Prior Year Liabilities		_____
18.	Deposits for Current Year Liabilities		_____
19.	TOTAL - Add Line 17 and Line 18 (Should equal Line 9 above)		_____
20.	Accrued Liability Not Yet Deposited for Current Year		_____
21.	TOTAL - Add Line 18 and Line 20 (Should equal Line 7 above)		_____

SCHEDULE O – RESERVE ACCOUNT EXPENDITURES

- Line 1. Column 1. List the project number of each reserve account project.
- Column 2. List expenditures from reserve account by locations or site in date order.
- Column 3. List amount spent on each specific project.
- Column 4. Show the percentage amount of completion for the overall project.

Note: The listing of expenditures is to be specific for each individual item. Expenditures are not to be lumped together. Terms that will not be acceptable will include Building Improvements and Leasehold Improvements.

SCHEDULE P – OPERATIONAL AND MISCELLANEOUS FINANCIAL STATISTICS

LODGING

- Line 1. Show the number of hotel, motel, cabin, or other lodging units available at month's end. (Exclude all tent and RV site rentals.)
- Line 2. Show the total number of room-nights available (e.g., if 10 rooms were available throughout September, 300 room-nights were available for that month).
- Line 3. Show the total number of room-nights sold.
- Line 4. Show the gross revenues for hotel, motel, cabin, or other lodging units provided by the concession exclude all revenues from tent and RV site rentals. The entries in this row should equal the sum of Lines 1 and 2 of Schedule F.
- Line 5. Show the number of bills processed for hotel, motel, cabin, or other lodging units excluding all tent and RV site rentals.
- Line 6. Self-explanatory.
- Line 7. Show the number of employees operating the hotel, motel, cabin, or other lodging units available at month's end that were paid on an hourly basis.

FOOD AND BEVERAGE (FULL-SERVICE RESTAURANTS)

- Line 8. Show the total number of seats available in the concession's full-service restaurants (full-service restaurants include those establishments where guests order food while seated and subsequently the food is brought to their table by a server).
- Line 9. Show the number of guests/covers who were served in those restaurants.
- Line 10. Show the number of checks/tickets processed in those restaurants.
- Line 11. Self-explanatory.
- Line 12. Show the size (in square feet) of the concession's full-service restaurants, including kitchen, storage, and other back-of-house areas.
- Line 13. Show the number of employees working in the concession's full-service restaurants at month's end who are paid on an hourly basis.

GIFTS AND MERCHANDISE

- Line 14. Show the total number of sales transacted by the concession's gift and merchandise retail operations.
- Line 15. Self-explanatory.
- Line 16. Show the size (in square feet) of the concession's retail operations, including back-of-house areas.
- Line 17. Show the number of employees working in the concession's gift and merchandise operations at month's end who are paid on an hourly basis.

MARINAS

- Line 18. Show the total number of uncovered slips available for lease within the marina at month's end.
- Line 19. Show the number of uncovered slips leased at month's end.
- Line 20. Specify how many times uncovered slip leases changed owners during the month (turnover).
- Line 21. Self-explanatory.

Concession Contractor

Year Ending:

Operational and Miscellaneous Financial Statistics

Schedule P

	Months											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Lodging												
1. Number of Rooms Available												
2. Total Number of Nights Available												
3. Total Number of Nights Sold												
4. Gross Revenues.....												
5. Room Turnover.....												
6. Total Number of Guests												
7. Number of Hourly Employees.....												
Food and Beverage (Full Service Restaurants)												
8. Number of Seats Available												
9. Number of Guest Served												
10. Number of Checks/Tickets												
11. Gross Revenues.....												
12. Total Square Feet.....												
13. Number of Hourly Employees.....												
Gift and Merchandise												
14. Total Number of Sales.....												
15. Gross Revenues.....												
16. Total Square Feet.....												
17. Number of Hourly Employees.....												
Marinas												
18. Number of Uncovered Slips Available for Lease												
19. Number of Uncovered Slips Leased												
20. Uncovered Slip Turnover												
21. Gross Revenues (Uncovered Slips)												

SCHEDULE P1 – OPERATIONAL AND MISCELLANEOUS FINANCIAL STATISTICS (CONTINUATION SHEET)

- Line 22. Show the total number of covered slips available for lease within the marina at month's end.
- Line 23. Specify how many times covered slip leases changed owners during the month.
- Line 24. Self-explanatory.
- Line 25. Show the total number of dry storage units the concession made available for lease at month's end.
- Line 26. Show the number of dry storage units leased at month's end.
- Line 27. Specify how many times dry storage units changed owners during the month (turnover).
- Line 28. Self-explanatory.
- Line 29. Show the total number of mooring buoys available for lease at month's end.
- Line 30. Show the number of mooring buoys leased at month's end.
- Line 31. Specify how many times mooring buoy leases changed owners during the month (turnover).
- Line 32. Self-explanatory.
- Line 33. Show the total number of houseboats available for rent.
- Line 34. Show the number of days of houseboat rental available for rent (e.g., if 10 houseboats were available throughout September, 300 days of houseboat rental were available for that month).
- Line 35. Show the total number of days during the month the houseboats were used or occupied by paying customers.
- Line 36. Self-explanatory.
- Line 37. Show the number of times houseboats were rented, regardless of the duration of those rentals.
- Line 38. Sum up the number of houseboat users in each rental party.
- Line 39. Show the number of employees operating the marina, including any vessel rental operations, at month's end that are paid on an hourly basis.

MISCELLANEOUS FINANCIAL DATA

- Line 40. Show the total amount of deposits paid by visitors to secure lodging, houseboat, and other rentals in advance of their visit.
- Line 41. Provide an estimate of the value of all concession-related merchandise, food and beverage, and other inventory at month's end. Stipulate the inventory accounting method used for these estimates (e.g., LIFO or FIFO).
- Line 42. Show the total payroll for direct labor during the month. This line-item corresponds to Schedule G, Line 10. Accordingly, the sum of all entries on this line should equal what is entered in Schedule G, Column A, Line 10.
- Line 43. Show the concession's gross revenues during the month from all sources. This line-item corresponds to Schedule G, Line 2. Accordingly, the sum of all entries on this line should equal what is entered in Schedule G, Column A, Line 2.
- Line 44. If not a year-round operation, enter under the appropriate months the concession's opening and closing dates. For the opening date, enter "O," followed by the day of the month. For the closing date, enter "C," followed by the day of the month. If elements of the concession operation opened or closed at different times, enter the dates when the entire operation was opened and closed.

Concession Contractor

Year Ending:

Operational and Miscellaneous Financial Statistics (Continuation Sheet)

Schedule P1

	Months											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Marinas - continued												
22. Number of Covered Slips for Lease.....												
23. Number of Covered Slips Leased.....												
24. Gross Revenues (Covered Slips)												
25. Number of Dry Storage Units Available for Lease.....												
26. Number of Dry Storage Units Leased.....												
27. Unit Turnover.....												
28. Gross Revenues (Dry Storage Units)												
29. Number of Mooring Buoys Available for Lease.....												
30. Number of Mooring Buoys Leased.....												
31. Mooring Buoys Turnover												
32. Gross Revenues (Mooring Buoys)												
33. Number of Houseboats Available for Rent.....												
34. Number of Days Houseboat Rental Available.....												
35. Number of Days Houseboats Used/Occupied												
36. Gross Revenues (Houseboat Rental)												
37. Number of Times Houseboats Rented.....												
38. Total Number of Houseboat Users												
39. Total Number of Marina Employees												
Miscellaneous Financial Data												
40. Advanced Deposits.....												
41. Inventory (Accounting Method)												
42. Direct Labor Expense												
43. Total Concessions Gross Revenues.....												
44. Opening and Closing Dates.....												

SCHEDULE Q – SUPPLEMENTAL SURCHARGE REPORT

Concession Contractor	Year:	Month:		
Details of 5% Supplemental Surcharge Account (Excluding TOT and Fuel Sales)			SCHEDULE Q	
	Sales Amount	Monthly Total for Category	Monthly Surcharge Deposited	Year to Date Surcharge Deposited
LODGING				
1. Hotel and Motel	_____			
2. Cabins and Cottages	_____			
3. Tent Cabins	_____			
4. Backcountry	_____			
EMPLOYEE MEALS and LODGING				
5. Employee Lodging	_____			
6. Employee Food	_____			
FOOD				
7. Restaurant (Full Service)	_____			
8. Cafeteria	_____			
9. Snack Bar and Fast Food	_____			
10. Alcoholic Beverage Bar	_____			
SOUVENIRS				
11. Gifts, Curios	_____			
12. Genuine Authorized Native Handcraft	_____			
GENERAL MERCHANDISE				
13. Grocery	_____			
14. Package Liquor	_____			
15. Photographic	_____			
16. Other (Identity)* _____	_____			
CAMPGROUNDS				
17. Tents	_____			
18. RV Camping (without hook-ups)	_____			
19. RV Camping (with hook-ups)	_____			
20. RV Park (All other RV revenues excluding camping)	_____			
AUTO SERVICE				
21. Fuel and Oil	_____			
22. Parts, Service and Other	_____			
MARINA				
23. Slips and Mooring	_____			
24. Houseboat Rental	_____			
25. Boat and Motor Rental	_____			
26. Fuel and Oil	_____			
27. Boat and Motor Sales	_____			
28. Boat Repair	_____			
29. Dry Storage	_____			
30. Other (Identity)* _____	_____			
TRANSPORTATION				
31. Boat	_____			
32. Cruise Ship	_____			
33. Vehicle	_____			
34. Other (Identity)* _____	_____			
35. Saddle Horse and Livery	_____			
36. Float Trip and River runners	_____			
ADDITIONAL REVENUE SOURCES				
37. Skiing Fees (Cross Country Fees and Lift Tickets)	_____			
38. Vending Machine	_____			
39. Bathhouse	_____			
40. Canoe and Tube Rental	_____			
41. Rentals (Auto, Equipment, Other)	_____			
42. Hunting Guides	_____			
43. Guide and Instructional Service	_____			
44. Health Service	_____			
45. Golf Sales	_____			
46. Catalog Sales	_____			
47. Other (Identity)* _____	_____			
48. Other (Identity)* _____	_____			
49. Other (Identity)* _____	_____			
50. TOTAL SALES REVENUES	_____	_____	_____	_____

SCHEDULE R – SUPPLEMENTAL SURCHARGE ANNUAL RECONCILIATION REPORT

Concession Contractor	Year Ending:	
Supplemental Surcharge Annual Reconciliation	SCHEDULE R	
1. Gross Sales Revenues (Schedule Q, Line 50)	_____	
2. Less-Adjustments to Gross Revenues	_____	
3. Gross Revenues Subject to Supplemental Surcharge Account	_____	
4. Supplemental Surcharge Calculation	_____	
5. Account Percentage Rate	_____ %	
6. Amount Due Supplemental Surcharge Account	_____	
7. Other Method (Specify Calculation)	_____	
8. Accrued Amount Due to Supplemental Surcharge Account for Current Year	_____	_____
Supplemental Surcharge Account Combined Cash Reconciliation		
9. Balance in Supplemental Surcharge Account from Prior Year	_____	_____
10. Plus: Current Year Deposits	_____	_____
11. Less: Current Year Expenditures (Must also complete Schedule S)	_____	_____
12. Plus: Current Year Interest	_____	_____
13. Less: Current Year Bank Charges	_____	_____
14. Balance in Supplemental Surcharge Account at Year End	_____	_____
<i>Allocation of Line 13</i>		
14. Encumbered Balances (List Projects and Amounts)	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
15. Unencumbered Balance	_____	_____
16. TOTAL - Add lines 14 and 15 (Should equal Line 13 above)	_____	_____
<i>Deposit Reconciliation</i>		
17. Supplemental Surcharge Account Deposits for Prior Year Liabilities	_____	_____
18. Deposits for Current Year Liabilities	_____	_____
19. TOTAL - Add Line 17 and Line 18 (Should equal Line 9 above)	_____	_____
20. Accrued Liability Not Yet Deposited for Current Year	_____	_____
21. TOTAL - Add Line 18 and Line 20 (Should equal Line 7 above)	_____	_____

Annual Financial Report – Definitions

Accounting	The language of business that is used to measure, record, report, and interpret the financial aspects of a business.
Accounts payable	Money your company owes to business creditors for the purchase of outside services and goods.
Accounts receivable	Money owed to your company by other customers.
Amorization	The process of allocating the cost of an asset or the retirement of a liability over a specified number of years.
Contracting Officer	A field level manager.
Assets	In accounting terms, an asset is something having value which may be a tangible object (building and inventory) or an intangible right (patent). Tangible assets are usually categorized as either real property (property of a nature that is affixed to the land) or personal property (property such as equipment). An asset may be permanent, such as land, or possessed for a term (such as a leasehold) or it may have an expiration date (such as a contract date).
Balance sheet	Statement showing the company's financial position at any given point in time. This statement consists of the assets, liabilities and owner's equity.
Capital	Wealth in the form of money invested in the business by its owners.
Cash	Generally, Cash is defined as currency on hand and funds on deposit available for the payment of debts.
Cash flow	The inflow and outflow of money in a business in a specified time. Cash flows differ from profits or losses because of non-cash expenditure and accrual basis accounting.
Contingent liability	A liability that is not necessarily shown on the company's financial statements but should be disclosed and explained in the accountant's notes to the financial statements. Contingent liabilities may be due to a lawsuit and would become a current liability if the company was to lose the suit.
Corporation	An organization that has been chartered by the State in which the individual(s) or company is based.

Annual Financial Report – Definitions

Current assets	Cash and other assets that can be converted into cash in a short period of time (usually within 1 year). Current assets include cash, marketable securities, accounts receivable (net of an allowance for bad debts), inventory (at lower of cost or market), and prepaid expenses.
Current liabilities	Money that is owed by a company that will be paid within a short period of time (usually within 1 year).
Depreciation	A systematic approach to match the cost of a fixed asset with the expected revenues related to that fixed asset over the expected period during which the asset will be used.
Direct expense	Expenses that are directly related to the volume of gross sales.
Dividend	Payment made to corporate stockholders by the company as a result of their stock ownership rights.
Expenditure	A payment a company makes when it purchases a fixed asset or some other item that does not affect the income statement at the time of purchase.
Expenses	Cost of doing business other than that associated with the purchase of fixed assets or some similar item, such as inventory. These items will affect the income statement immediately upon payment.
Fiscal year	An accounting period of twelve months that does not necessarily end on December 31.
Fixed assets	In accounting terms-Items that are not intended for resale in the ordinary course of business; fixed assets are used in the operation of a service business, a manufacturing business, and the business of reselling the products of others. Examples are buildings, furniture and fixtures, land and improvements.
Fixed costs	Operating costs that remain relatively constant regardless of fluctuations in the gross sales.
General and administrative (G&A) costs	Expenses that are not designated to a specific business area.
Goodwill	Goodwill is a concept of business that allocates the difference between the purchase price of a business and the sum of the individual values for each individual tangible asset purchased to an intangible account that represents the cost of acquiring a business that cannot allocated to physical assets.

Annual Financial Report – Definitions

Gross profit	Gross sales minus the cost of goods sold.
Income statement	See statement of income.
Intangible assets	Items that are important to one's business that are not physical objects. Examples of these would be goodwill, patents, trademarks, and copyrights.
Inventory	Raw materials, partially finished products, finished products and products bought for resale that have not yet been sold.
Liabilities	Debts a company owes to others.
Long-term liabilities	Money that is owed by a company that will not be paid within 1 year.
Net income	Profit at the end of the measurement period after recognition of all expenses. Also known as "the bottom line." A Net Loss would indicate that the expenses exceed revenues.
Partnership	A business in which two or more individuals, partnerships, or corporations pool their resources and share the profit or loss of the joint venture.
Prepaid expense	Payment of expenses before the company has received the benefit.
Retained earnings	The total cumulative net profit that a business has earned over its lifetime that has not yet been distributed.
Statement of income or losses	Summarizes the financial activity for a specified time period by looking at the gross revenue and the expenses generated by the company. This statement is also called the profit and loss (P&L) statement.

Exhibit D

Reserve Account for Facilities Improvements

A. Introduction

This Exhibit sets out the intent, establishment, and operation of a Reserve Account for Facilities Improvements (RAFI) account. Funds set aside in an RAFI account are referred to as RAFI funds. RAFI funds are intended to provide a dependable source of funds to augment normal maintenance activities and help assure that the Concession Improvements and Concessionaire Personal Property are maintained at a satisfactory level.

The RAFI account is to contain funds that shall be used to carry out necessary maintenance repairs and replacement of Concession Improvements. The Concessionaire provides RAFI funds by 1) establishing a RAFI; 2) making an initial deposit; and 3) making subsequent annual deposits based on the Concessionaire's gross receipts. Regardless of the balance in the RAFI, the Concessionaire shall be responsible for repairs or replacements to the Concession Operation as described in Exhibit B.

The Concession Contract shall prevail in instances of inconsistency between this Exhibit and the Concession Contract, except as to matters specifically related to the RAFI account and RAFI funds.

B. Establishment and Ownership of RAFI Account

The RAFI account must be insured by the Federal Deposit Insurance Corporation (FDIC) or a similar insured account backed by the United States. Funds deposited into the RAFI belong to the Concessionaire but are contractually obligated to be expended in accordance with the Concession Contract and this Exhibit. Interest earned on RAFI funds become RAFI funds. The Concessionaire is responsible for taxes owed on such interest.

The Concessionaire shall establish a RAFI and deposit \$5,000.00 into this account within 60 days after signing the Concession Contract. The Concessionaire shall annually deposit an amount equal to one (1) percent of its gross receipts into the RAFI. This deposit must be made within 30 days from receipt by the Concessionaire of Reclamation's AFR forms. This revision makes the deposit requirement align with the franchise fee payment requirement in Section G.2. of this Contract. The RAFI may be capped at \$50,000.00 at the discretion of the concessionaire, however, regardless of the RAFI account fund balance this shall not lessen the responsibility of the Concessionaire to carry out the maintenance, repair, and replacement activities, as required by this Concession Contract, from Concessionaire funds exclusive of the funds contained in the RAFI.

Prior to expiration of the concession contract, Reclamation may direct the Concessionaire to expend RAFI funds to make necessary repairs or replacements. Upon termination or expiration of the concession contract, funds in the RAFI account must be surrendered to Reclamation, unless it is determined by Reclamation that the Concessionaire has completed all required repair and maintenance activities to the satisfaction of Reclamation, in which case any remaining RAFI

account funds remain with the Concessionaire. The Concessionaire will be responsible for financial tax reporting, if any, of said funds.

C. Appropriate Account Expenditures

RAFI funds may be used to carry out improvements, construction and repair and maintenance of Concession Improvements and Concessionaire Personal Property that are generally nonrecurring within a 7-year timeframe. Expenditures for projects on other lands or for other purposes are a violation of the concession contract and unlawful.

Examples of appropriate expenditures may include projects for expenditures related to marinas, marina slips, fuel service facilities, campground pads and utilities, shower and toilet facilities and utilities, and support facilities necessary for the functioning of the concession's primary visitor facilities such as utility systems or maintenance areas, roads, sidewalks, etc. Appropriate RAFI expenditures may also include specific projects or repair activities as identified and coordinated between the Concessionaire and Reclamation.

Projects paid for with RAFI funds are not intended to include general, preventative and cyclic maintenance of facilities or housekeeping, landscaping and grounds-keeping activities and may not be used to pay for, or otherwise reimburse the Concessionaire for, annual operating expenses, paying franchise fees, or other operating expenses. RAFI funds are not to be used for the acquisition, lease, or maintenance of items such as, but not limited to, personal vehicles and vessels, houseboats, barges, personal watercraft, motor boats, sailboats, tour boats, paddleboats, canoes, kayaks, windsurfing equipment, dinghies, rowboats, parasailing equipment, bicycles, motorbikes, snowmobiles, and vending machines.

D. Review and Approval of RAFI Funded Activities

Identifying and expending funds from the RAFI requires a coordinated effort between the Concessionaire and Reclamation. Projects must be proposed, prioritized, approved and implemented in a systematic manner to ensure accountability and compliance with regulations. Reclamation staff, the Concessionaire, or both may submit proposals to Reclamation for the use of the RAFI funds.

Reclamation will establish a RAFI project proposal form and procedures and will be provided to the Concessionaire within 90 days from date of award of the concessionaire contract. Reclamation will establish the RAFI project procedures based on, but not limited to:

- Applicable laws and regulations.

- Reclamation's Concessions Policy and Directives and Standards.

- Concession contract and amendments, including the appropriateness of the project given the RAFI fund restrictions stated in this exhibit.

- Operating Plans, Maintenance Plans and Annual Improvement Management Plans.

- Need based on resource impacts or human risk factors.

- Compliance with Reclamation planning documents.

- Other applicable factors.

No project proposals or project work shall commence until written approval by Reclamation is provided to the Concessionaire. Written approval on any RAFI project may be assigned a project account number, and be accompanied by any required environmental requirements and/or

environmental compliance reports, project logs, mitigation, etc. Reclamation will conduct accessibility evaluations during the term of the Concession contract.

The Concessionaire shall ensure that RAFI funds expended will comply with Federal, State, and local laws regarding accessibility. Discrimination on the basis of a handicap or physical disability is prohibited.

E. Account Reporting

RAFI funds must be maintained in a separate account, with the Concessionaire keeping continuous records of the balance as well as deposits to the account and disbursements from the account. The Concession Contractor is responsible for recording RAFI deposits, disbursements, and sums as required by the Concession Contract and this Exhibit.

The Concessionaire shall submit to Reclamation a RAFI Activity Report that provides an itemization and summary of deposits and disbursements over the previous year. The RAFI Activity Report will also include a total amount of the funds currently available in the RAFI. This RAFI Activity Report is due no later than 30 days from receipt by the Concessionaire of Reclamation's Annual Financial Report (AFR) forms.

The Concessionaire's failure to deposit, maintain, or to expend RAFI funds, for the purposes set out in the Concession Contract and this Exhibit, or as directed by Reclamation, will be considered a breach of this Concession Contract for which the United States may seek monetary damages and the termination of this Contract.

Exhibit E
Non-Discrimination and Accessibility

**SECTION 1 – REQUIREMENTS RELATING TO EMPLOYMENT AND
SERVICE TO THE PUBLIC**

A. Employment

During the performance of this Concession Contract, the Concession Contractor agrees to the following:

1. The Concession Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability. The Concession Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concession Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary of the Interior and regulations and policies of the Office of Federal Contract Compliance Programs (OFCCP) setting forth the provision of this nondiscrimination clause.
2. The Concession Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Concession Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disability.
3. The Concession Contractor will send a notice to each labor union or representative of workers with which the Concession Contractor has a collective bargaining agreement or other contract or understanding. The notice will be provided by the Secretary of Labor, advising the labor union or workers' representative of the Concession Contractor's commitments under Section 202 of Executive order (E.O.) No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Within 120 days of the commencement of a contract, every Government contractor holding a contract that generates gross receipts that exceed \$50,000 and having 50 or more employees shall prepare and maintain an Affirmative Action Program Plan at each establishment that shall set forth the contractor's policies, practices, and procedures in accordance with the Affirmative Action Program requirement.

5. The Affirmative Employment Program Plan is to be filed by the Concession Contractor with the OFCCP. The Affirmative Employment Program Plan will be deemed to have been accepted by the Government at the time the appropriate OFCCP field, area, regional, or national office has accepted such plan unless, within 45 days thereafter, the director of the OFCCP has disapproved such plan.
6. The Concession Contractor will comply with all provisions of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. The Concession Contractor will furnish all information and reports required by E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concession Contractor's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
8. In the event of the Concession Contractor's noncompliance with the nondiscrimination clauses of this Concession Contract or with any of such rules, regulations, or orders, this Concession Contract may be canceled, terminated, or suspended in whole or in part, and the Concession Contractor may be declared ineligible for further Government concession contracts in accordance with procedures authorized in E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
9. The Concession Contractor will include the provisions of paragraphs (1) through (7) in every purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, so that such provisions will be binding upon each vendor. The Concession Contractor will take such action with respect to any purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Concession Contractor becomes involved in, or is threatened with, litigation with a vendor as a result of such direction by the Secretary of Labor, the Concession Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Construction, Repair, and Similar Contracts

The preceding provisions (A-1 through A-8) governing performance of work under this Concession Contract, as set out in Section 202 of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, shall be applicable to this Concession Contract and shall be included in all contracts executed by the Concession

Contractor for the performance of concession, repair, and similar work contemplated by this Concession Contract.

C. Facilities

1. **Definitions as used herein:**

b. Concession Contractor shall mean the Concession Contractor and its employees, agents, and contractors and the successors in interest of the Concession Contractor.

c. Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

2. **The Concession Contractor is prohibited from:**

d. Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disability.

e. Discriminating by segregation or other means against any person.

SECTION 2 – ACCESSIBILITY

The Concession Contractor must comply with the most current version of all applicable accessibility laws, rules, regulations, Executive Orders, and Reclamation policies including but not limited to Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978. No person with a disability shall, because a Concession Contractor's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program, service, or activity provided by the Concession Contractor.

A. Program Accessibility: Existing Facilities

The Concession Contractor shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities.

B. Program Accessibility: New Construction and Alterations

Each building or part of a building that is constructed or altered shall be designed, constructed, or altered so as to be readily accessible to and usable by persons with disabilities. The applicable design standards of the Architectural Barriers Act (42 U.S.C. 4151 4157) are found in 41 CFR 102-76.60 to 102-76.95 (Architectural Barriers Act Accessibility Standards, ABAAS).

All recreation facilities will incorporate accessibility design standards in place at the time of construction or modification. Where such standards do not address specific

constructed elements, the existing accessibility design standards shall be applied to the extent practicable.

C. Communications

The contractor shall take appropriate steps to ensure effective communication with applicants, participants, and members of the public. The contractor shall furnish, at its expense, appropriate auxiliary aids where necessary to afford a person with disabilities an equal opportunity to participate in, and enjoy the benefits of a program or activity conducted by the contractor.

The contractor shall ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities.

The contractor shall provide signage at a primary entrance to each of its inaccessible facilities, directing users to a location at which they can obtain information about accessible facilities.

The contractor shall post, in a prominent location, a statement of nondiscrimination that includes information on where to file a complaint. If a written or verbal complaint of discrimination is received by the contractor, the complainant will be advised that they have the right to file an official complaint with the Director, Office of Civil Rights, Department of Interior, 1849 C Street, NW, Washington, DC, 20240. The contractor shall inform the COR of all complaints of discrimination received, whether verbal or written.

Exhibit F

Insurance Requirements

The insurance sections of this Exhibit and the Draft Concession contract are presented in a manner that outlines types and levels of insurance that Reclamation will consider as acceptable coverage. Bidders are not required to obtain insurance at these exact levels and may tailor their packages to meet the reasonable needs of their unique proposal but should be aware that Reclamation intends to review the proposed insurance package and retains the right to direct changes or upgrades if it is felt the planned coverage is inadequate based upon industry norms of satisfactory insurance levels and the parameters of the Reclamation Concessions Manual section on insurance. All direction in regard to indemnification for the United States/Reclamation and the need to provide certificates of insurance and appropriate endorsements are not flexible and must be followed. Bidders need to outline their anticipated packages especially as it applies to Exhibit B. Bidders may wish to share this information with their insurance carriers to assist in structuring the proposed coverages.

The Concession Contractor shall obtain and maintain during the entire term of this concession contract, at its sole cost and expense, the types and amounts of insurance coverage as set forth below and necessary to fulfill the obligations of the concession contract.

With the exception of statutory worker's compensation insurance protection, Reclamation shall be named as an additional insured under all insurance policies issued or arranged in support of this agreement. The coverage provided for the benefit of Reclamation is not to be impaired by the Concession Contractor, its agents, servants, or employees. Reclamation shall, solely for its benefit, be provided an unconditional 30-day advance notice of cancellation, non-renewal, or material change in coverage or policy terms. The term "Reclamation" shall, by definition and where appropriate and legally permissible, also include the term "United States Government/United States of America."

The amounts of insurance and coverage terms indicated are not intended as a limitation of the Concession Contractor's responsibility or liability under this agreement, but rather an indication as to the minimum amount and minimum scope of insurance that Reclamation considers necessary to allow the operation of the concession facilities at its area. Nevertheless, if the Concession Contractor purchases insurance in addition to the limits illustrated herein, Reclamation is to receive benefit of the additional amounts of insurance without additional cost to Reclamation.

A. PROPERTY INSURANCE

1. Building(s) and/or Contents Coverage

- a. Insurance shall cover buildings, structures, improvements, betterments, and contents for all concession facilities, as specified below in Subsection A.7 of this exhibit to the concession contract.
- b. Coverage shall apply on an “all risks,” “special coverage,” or “open peril” basis.
- c. The policy shall provide for loss recovery on a replacement cost basis. **[NOTE: This provision can be changed to allow for surplus line, deductible plans, self-assumption, and actual cash value.]** The approved values for the replacement cost of each Structure to be insured are set forth in A.7. Property Replacement Cost for Insurance Purposes, of this exhibit. These values will be updated by Reclamation every 3 years, or more often if there is a substantial change in value.
- d. The amount of insurance should represent no less than 90 percent of the property replacement cost of the insured property.
- e. The coinsurance provision, if any, shall be waived or suspended by an agreed amount or agreed value clause.
- f. Coverage is to be provided on a blanket basis. **[NOTE: This clause may not be appropriate for the concession operation being contracted. This section should be omitted if the coverage will not be provided on a blanket basis.]**
- g. The vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.
- h. **[NOTE: Consider whether appropriate for concession operation; omit if not applicable.]** Flood coverage shall be maintained with a limit of not less than \$ _____. **[NOTE: Insert appropriate limit.]**
- i. **[NOTE: Consider whether appropriate for concession operation; omit if not applicable.]** Earthquake coverage shall be maintained with a limit of not less than \$ _____. **[NOTE: Insert appropriate limit.]**
- j. Ordinance or law coverage shall be maintained with a limit of not less than \$ _____. **[NOTE: Insert appropriate limit.]**

2. Boiler and Machinery Coverage

[NOTE: Consider whether appropriate for concession operation; omit if not applicable.]

- a. Insurance shall apply to all pressure objects within concession facilities.
- b. The policy shall provide for loss recovery on a replacement cost basis.
- c. The amount of insurance should represent no less than 75 percent of the property replacement cost of the insured property.
- d. The coinsurance provision, if any, shall be waived or suspended by an agreed amount or agreed value clause.
- e. Coverage is to be provided on a blanket basis. **[NOTE: This clause may not be appropriate for the concession operation being contracted. This section should be omitted if the coverage will not be provided on a blanket basis.]**
- f. If insurance is written with an insurer other than the building(s) and contents insurer, both the property and boiler insurance policies must be endorsed with a joint loss agreement.
- g. The approved value of each structure shall be stated, and the structure shall be insured for not less than this amount: \$ _____ **[NOTE: Insert appropriate limit.]**

3. Builder's Risk Coverage

[NOTE: Consider whether appropriate for concession operation, omit if not applicable.]

- a. Insurance shall cover new buildings or structures under construction at the concession facilities and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage, and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.
- b. Coverage shall apply on an "all risks" or a "special coverage" basis.
- c. The policy shall provide for loss recovery on a replacement cost basis.
- d. The amount of insurance should represent no less than 90 percent of the replacement cost value of the insured property.
- e. The coinsurance provision, if any, shall be waived or suspended by an agreed amount or agreed value clause.
- f. Any occupancy restriction must be eliminated.
- g. Any collapse exclusion must be eliminated.

- h. Any exclusion for loss caused by faulty workmanship must be eliminated.
- 1. Flood coverage shall be maintained with a limit of not less than \$ _____
[NOTE: Insert appropriate limit.]
- j. Earthquake coverage shall be maintained with a limit of not less than \$ _____. **[NOTE: Insert appropriate limit.]**

4. Business Interruption and/or Extra Expense

Business interruption insurance, if maintained by the Concession Contractor, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of concession Facilities. Extra expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

Note that if an operator determines not to obtain this type of insurance and there is an incident resulting in 'loss of business' and associated revenue Reclamation will not consider any adjustment to franchise fees or other 'terms and conditions' of the contract to modify the impacts of the loss to the Concession Contractor.

5. Deductibles

[NOTE: The following conditions should be amended based on the needs of the concession operation being contracted.]

Property insurance coverage's described above may be subject to deductibles as follows:

- a. Direct damage deductibles shall not exceed the lesser of 10 percent of the amount of the full replacement value of all buildings or \$25,000 (except flood and earthquake coverage may be subject to deductibles not exceeding \$50,000).
- b. Extra expense deductibles (when coverage is not combined with business interruption) shall not exceed \$25,000.

6. Required Clauses

Loss Payable Clause:

A loss payable clause similar to the following must be added to buildings and contents, boiler and machinery, and builder's risk policies:

In accordance with concession contract number: **[NOTE: Insert concession contract number.]**, dated **[NOTE: Insert date of concession contract.]**, between the United States of America and **[NOTE: Insert name of Concession Contractor]**, payment of insurance proceeds resulting from damage to, or loss of, structures insured under this policy is to be disbursed directly to the

Concession Contractor without requiring endorsement by the United States of America.

B. LIABILITY INSURANCE

At a minimum, the following liability coverage's are to be maintained, all of which are to be written on an occurrence basis only. The Concession Contractor may attain the limits specified below by means of supplementing the respective coverage(s) with excess or excess "umbrella" liability.

1. Commercial General Liability

- a. Use declarations similar to the following bulleted examples to indicate the coverage required.

[NOTE: Include only those items necessary for the operation.]

Bodily injury and property damage limit \$_____. **[NOTE: Insert appropriate limit.]**

Products/completed operations limit \$_____ **[NOTE: Insert appropriate limit.]**

Personal injury and advertising injury limit \$_____. **[NOTE: Insert appropriate limit.]**

General aggregate \$_____. **[NOTE: Insert appropriate limit.]**

Protection and indemnity (watercraft) \$_____ **[NOTE: Insert appropriate limit.]**

Fire damage legal liability "per fire" \$_____ **[NOTE: Insert appropriate limit.]**

- b. The liability coverage's may not contain the following exclusions or limitations:

Athletic or sports participants.

Products/completed operations.

Personal injury or advertising injury.

Contractual liability.

Explosion, collapse, and underground property damage.

Total pollution.

Watercraft limitations affecting the use of watercraft in the course of the Concession Contractor's operations (unless separate watercraft coverage is maintained).

- c. For all lodging facilities and other indoor facilities where there may be a large concentration of people, the pollution exclusion may be amended so that it does not apply to the smoke, fumes, vapor, or soot from equipment used to heat the building.
- d. If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location or, at least, separately to the appropriate Reclamation location(s).
- e. Required per-occurrence minimum limits for specific concession activities are set forth below: **[NOTE: The preparer should indicate activities that require minimum per-occurrence liability limits and specify those required limits. The following activities have been included as a sample. The preparer should add to this section any additional activities requiring minimum per-occurrence limits. The preparer should remove any of the following activities that do not apply to the subject concession operation.]**

Merchandise store. **[NOTE: Insert minimum per-occurrence limit.]**

[NOTE: The following coverage's, 2. through 5. following, may not be applicable to all concession operations. Any requirements that are not applicable to the concession being contracted should be removed.]

2. Automobile Liability

[NOTE: Omit if not applicable to concession operation.]

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance, or use of any auto. (Where there are no owned autos, coverage applicable to hired and non-owned autos shall be maintained.) Each accident limit will be \$ _____. **[NOTE: Insert appropriate limit.]**

3. Liquor Liability

[NOTE: Omit if not applicable to concession operation.]

Coverage will be provided for bodily injury or property damage, including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each common cause limit \$ _____ . **[NOTE: Insert appropriate limit.]**

Aggregate limit \$ _____ . **[NOTE: Insert appropriate limit.]**

4. **Watercraft Liability (or Protection and Indemnity)**
[NOTE: Omit if not applicable to concession operation.]

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft. Each occurrence limit will be \$ _____
[NOTE: Insert appropriate limit.]

5. **Garage Liability**
[NOTE: Omit if not applicable to concession operation.]

This coverage is not required, but may be used in place of commercial general liability and auto liability coverages for some operations. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability), as well as bodily injury and property damage arising out of the use of automobiles.

Each accident limits—garage operations \$ _____
[NOTE: Insert appropriate limit.]

Auto only \$ _____
[NOTE: Insert appropriate limit.]

Other than auto (e.g., watercraft) only \$ _____
[NOTE: Insert appropriate limit.]

Personal injury and advertising \$ _____
[NOTE: Insert appropriate limit.]

Injury limit \$ _____. **[NOTE: Insert appropriate limit.]**

Fire damage legal liability “per fire” \$ _____
[NOTE: Insert appropriate limit.]

Aggregate limit—garage operations \$ _____
[NOTE: Insert appropriate limit.]

Other than auto only \$ _____
[NOTE: Insert appropriate limit.]

The Concession Contractor should ensure that appropriate coverage exists for:

Concession Contractor-owned vehicles.

Concession Contractor-hired vehicles.

Other vehicles not owned by the Concession Contractor.

6. **Excess Liability or Excess Umbrella Liability**
 This coverage is not required, but may be used to supplement any of the above liability coverage policies to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, and personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies, and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the excess liability or excess “umbrella” liability policy.

7. **Care, Custody, and Control – Legal Liability**
 Coverage will be provided for damage to property in the care, custody, or control of the Concession Contractor. Coverage for any one loss will be \$ _____
 [NOTE: Insert appropriate limit].

8. **Environmental Impairment Liability**
 Coverage will be provided for bodily injury, personal injury, or property damage arising out of pollutants or contaminants (on site or off site).

Each occurrence or each claim limit \$ _____
 [NOTE: Insert appropriate limit.]

 Aggregate limit \$ _____
 [NOTE: Insert appropriate limit.]

9. **Special Provisions for Use of Aggregate Policies**
 At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concession Contractor is required to reinstate such limit or purchase additional coverage limits.

10. **Self-Insured Exceptions**
 Self-insured exceptions on any of the above described liability insurance policies (other than excess “umbrella” liability, if maintained) may not exceed \$5,000. [NOTE: This condition should be amended or omitted as necessary for the concession operation being contracted. Reclamation retains the right to not approve ‘Self Insurance’ based upon review of the bidder’s proposal and consultation with insurance experts.]

11. **Workers Compensation and Employers’ Liability**
 Coverage will comply with the statutory requirements of the State of Montana.

C. CONSTRUCTION PROJECT INSURANCE

Concession Contractors entering into contracts with outside contractors for various construction projects, including major renovation projects, capital improvement projects, and additions or new buildings or facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for commercial general liability, automobile liability, workers' compensation, and, if professional services are involved, professional liability). Where appropriate, the interests of the Concession Contractor and the United States shall be covered in the same fashion as required in the commercial operator insurance requirements. The amounts or limits of the required coverages shall be determined in consultation with Reclamation, taking into consideration the scope and size of the project.

D. INSURANCE COMPANY MINIMUM STANDARDS

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

- All insurers for all coverage's must be rated no lower than A- by the most recent edition of A.M. Best's Key Rating Guide (Best's) Property-Casualty.
- All insurers for all coverage's must have a Best's financial size category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- All insurers must be admitted (licensed) in the State in which the Concession Contractor is domiciled.

E. CERTIFICATES OF INSURANCE

All certificates of insurance required by this concession contract shall be completed in sufficient detail to allow easy identification of the coverage's, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their 'Best Identification Number'. The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance.

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

In addition to providing certificates of insurance, the Concession Contractor, upon written request of Reclamation, shall provide Reclamation with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the Concession Contractor.

F. ADDITIONAL NAMED INSURED

All insurance policies carried by the Concession Contractor will identify Reclamation as an “Additional Named Insured.” The insurance company will be directed to notify Reclamation when changes to the policy occur, including cancellations.

G. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained.

Exhibit G

Operation and Maintenance Plan

The following is a sample format for consideration in preparation of a draft Operation and Maintenance Plan and is intended to serve as a guide/template for bidders to refer to when preparing their own proposed Operations and Maintenance Plan. Bidder's draft plan should address their unique proposal and concession operation. There may be portions of this draft/sample plan that bidders do not believe fit their proposal or there may be additional factors that bidders believe need to be added to properly address their proposal. In either instance bidders can adapt this sample to meet their anticipated needs or prepare a plan in a format of their choosing. Since Maintenance Plans are typically displayed in a prospectus in a nearly complete format so bidders are aware of their required obligations all bidders to this prospectus need to be aware that Reclamation retains the right to make adjustments and changes to any eventual final Maintenance Plan proposed by any successful bidder(s) to accurately reflect requirements and responsibilities of bidder.

A. INTRODUCTION

This Maintenance Plan between Canyon Enterprises, Inc., hereinafter referred to as the "Concession Contractor," and the Bureau of Reclamation, hereinafter referred to as "Reclamation," shall serve as a supplement to Concession No. 16-LM-60-2636, hereinafter referred to as the "Concession Contract," but does not amend the authorization or alter the rights and liabilities of the parties to the Concession Contract. The Maintenance Plan delineates and specifies the maintenance responsibilities of the Concession Contractor and Reclamation with regard to the property, lands, and facilities within Goose Bay Marina that are assigned to, or otherwise used by, the Concession Contractor for the purposes authorized by the Concession Contract.

In the event of any apparent conflict between the terms of the Concession Contract and this Maintenance Plan, the terms of the Concession Contract, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. Reclamation will review the plan annually, in consultation with the Concession Contractor, and make revisions as deemed necessary.

Any revisions will be consistent with the main body of this Concession Contract. Any revisions must be reasonable and in furtherance of the purposes of the Concession Contract. This plan will remain in effect until superseded or amended.

This exhibit to the contract occasionally mentions facilities or property ‘*assigned to the Concession Contractor*’ and this refers to property they construct and own or property they have purchased from an outgoing Concession Contractor, if any, and government property assigned for use in the operation. It does not refer to personal property.

B. CONCESSION CONTRACTOR RESPONSIBILITIES

The Concession Contractor is required to maintain the concession facilities according to the standards set forth in this contract and in this Maintenance Plan.

The Concession Contractor’s maintenance responsibilities include [NOTE: The following list describes elements of what might be a typical concession operation at Goose Bay Marina that the Concession Contractor is required to maintain. This list may be amended by omitting or adding items, as necessary, for the concession operation being proposed. Reclamation will ensure Concession Contractor has operation and maintenance manuals and training on systems, after selection of contractor is made.] but are not limited to lands, landscaping, and drainage structures; all improvements resting on the lands (buildings, walkways, docks, floating docks, slips, signs, ramps, moorings, campground pads and utilities, trailer and recreational vehicle (RV) pads, picnic facilities, trails, parking areas, pavement markings, fences, curbing, culverts, etc.); aboveground storage tanks and associated mitigation if needed; marine fueling stations, auto and equipment maintenance and repair areas (hoists, cranes, fuels and fluids management, used oil and lubricants, and used antifreeze, filters, and batteries); intrusion and fire alarm systems; emergency equipment; interior and exterior lighting systems; fire suppression systems; maintenance of fire breaks and reduction of fuels within assigned Concession Areas; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, sub-flooring, windows, doors, porches, etc., including hazard abatement); heating and cooling systems; wastewater treatment facilities, composting and vault toilets; and all installed fixtures and miscellaneous equipment.

The Concession Contractor shall carry out general preventive and cyclic maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the Concession Contractor achieve the goals described by the Concessions Review Program, this Maintenance Plan, and any applicable local, State, or Federal codes, regulations, and standards.

All maintenance will be conducted in compliance with all applicable laws, the latest version of the International Property Maintenance Code (IPMC), and the manufacturer’s recommendations and specifications. The current IPMC can be found at www.iccsafe.org. In the event of any conflict between applicable laws and the IPMC, the applicable laws will prevail.

1. General Maintenance Responsibilities

- a. **Codes.**—The Concession Contractor shall comply with all applicable Federal, State, and local codes, including, but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association’s (NFPA) Life Safety Codes; unless the Reclamation Area Manager has provided a written exception.

- b. **Painting.**—to maintain the appearance of the structures, exterior painting shall be performed on a 5-year cycle (or more often if needed) to provide adequate protection to the structures. Interior painting shall be performed on a 5-year schedule (or more often if needed) to maintain a good appearance. Reclamation must provide advance written approval for lengthening intervals or changing paint color. Latex paint (with a low content of volatile organic compounds) must be used unless approval is granted by Reclamation for use of an oil-based product because of the historic context or use context of the area to be painted. All facilities will be harmonious in form, line, color, and texture with the existing landscape.
- c. **Interior Systems** — The Concession Contractor shall operate, repair, and maintain lighting, heating, and cooling systems. The Concession Contractor shall clean and inspect all chimneys, fireplaces, stoves, and exhaust ducts before each operating season. The Concession Contractor shall also provide and install any needed winterization covers for chimneys.
- d. **Food Service Equipment.**—All equipment used in food service operations, including, but not limited to, dishwashers, refrigerators, freezers, and serving tables will comply with safety, public health, and sanitation codes. No food preparation is authorized as part of this contract.
- e. **Seasonal Closures.** — The Concession Contractor will notify Reclamation of the maintenance of utility systems before any action is taken. The Concession Contractor will be responsible for all utility system work supporting a seasonal operation (shut down of systems, drainage of water, charging systems, etc.) The Concession Contractor assumes sole responsibility for actions needed to correct damage that results from inadequate preventive measures on all facilities and systems that are closed down for any particular seasons.
- f. **Aboveground Fuel Storage Tanks.**—The Concession Contractor shall monitor, test, maintain, repair, upgrade, replace as necessary, and remove assigned aboveground fuel storage tanks and mitigate any soil or groundwater contamination in accordance with Federal, State, and local regulations. Written notification and approval by Reclamation is required before initiating work.
- g. **Signs.**—The Concession Contractor will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas that relate specifically to concession operations. Signing will meet all applicable codes and comply with the intent of Reclamation’s Sign Guidelines. (See Guidelines at: <http://www.usbr.gov/pmts/planning/signguide2006.pdf>). Each Concession Contractor will develop a sign plan to be reviewed and approved by Reclamation before sign installation.
- h. **Litter, Garbage, and Recycling** — Refuse receptacles will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. Waste must not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area.

The Concession Contractor will place cigarette receptacles at heavy use locations within the area of operation.

All materials generated as solid waste must be removed from areas at the Concession Contractor's expense and disposed of in an appropriate manner in an approved site. Applicable State and local codes shall also be followed.

The Concession Contractor shall provide facilities and services necessary for aluminum can recycling. The Concession Contractor shall promote recycling and place recycling bins in convenient locations for public use.

The Concession Contractor will be responsible for the frequent litter removal from any shoreline areas within their land assignment. This includes debris that is floating in the lake and adjacent to their area of operation.

1. **Grounds and Landscaping.**—The Concession Contractor is responsible for landscaping, grounds care (planting, watering, mowing, weeding, fertilizing, aerating, pruning, etc.), and improvement of assigned areas. The Concession Contractor shall, at all times, be responsible for keeping the assigned area free and clear of safety hazards (fallen branches, leaf buildup, broken glass, sharp objects, etc.).

In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the Concession Contractor, the temporary modification or relocation shall be carried out at the Concession Contractor's expense.

Concession Contractors will obtain the written approval of Reclamation in advance of determining the specie or type of vegetation to introduce into the assigned Concession Areas landscaping.

- J. **Integrated Pest Management** - The Concession Contractor shall conduct activities in a manner that minimizes impacts on the natural or cultural environment. Chemicals, pesticides, and toxic materials and substances will be used as a last resort in an Integrated Pest Management Program, as set forth in the contract and be pre-approved by Reclamation. All buildings and structures permitted for use under this Concession Contract shall be inspected on a regular cycle of not less than every 5 years. Inspections shall be made by a licensed contractor for pest control and submitted to the Contracting Officer.
- k. **Hazardous Trees** - The Concession Contractor will remove trees within the Concession Contractor's assigned areas that have been identified by Reclamation as hazardous. All trees requiring removal will be approved in writing by the area manager or designee. The Concession Contractor should notify Reclamation when potential hazardous trees are identified.
- l. **Vegetative Cuttings Recycling** - The Concession Contractor will remove accumulated debris. The Concession Contractor should use creative methods of recycling natural debris, such as leaf materials, lawn clippings, and chipping woody

materials for use as compost, dust control, or resource mitigation material. The Concession Contractor will remove slash buildup around buildings in their assigned areas to prevent fire hazards and to comply with State, county, and local codes.

- m. **Resource Protection and Site Restoration at Construction Sites** - As facilities are removed or sites become heavily impacted by construction activities or use, the Concession Contractor shall prepare and implement a site restoration component and landscaping plan. The area offices will provide advice and assistance during the preparation of these plans, which may include reintroduction of native plants and/or acceptable plants for introduction. Written approval from Reclamation is required before plan implementation.

- n. **Roads, Trails, Parking Areas, and Walkways.**—The Concession Contractor shall maintain roads, parking areas, curbing, sidewalks, walkways, and trails within its assigned lands in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles. In all assigned areas, the Concession Contractor shall sweep, sign, and paint curbs and striping surfaces on a recurring schedule to ensure that public areas are consistently safe from hazards, clean and free of litter and earthen debris, and well- marked. Striping plans must have written approval from Reclamation before implementation. The Concession Contractor shall maintain trails assigned for its use, to levels prescribed by Reclamation, including any portions of external trail systems that enter and exit the assigned Concession Area.
 - 1. The Concession Contractor shall control dust within the Concession Contractor’s land assignment.
 - 2. The Concession Contractor shall develop an exterior lighting system plan that addresses installation and maintenance of directed lighting systems that provide the minimum necessary lighting for nighttime walking in assigned walkway areas. All lights must be shielded to cast light downward only (to protect night skies). This lighting system plan shall be submitted to Reclamation for review and approval.

- o. **Marinas, Docks, Marina Slips, and Moorings.** The Concession Contractor shall maintain marinas, marina breakwaters, piers, jetties, docks, marina slips, moorings, floating docks, emergency docks and slips, courtesy docks and slips, boat sewage pumpout stations, public boat launches, public fish cleaning stations, dry dock facilities, hoists and cranes, boat storage facilities, restrooms, and all utility systems within its assigned area of operation in a state of good repair and in a manner that provides safe and reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles.

In all assigned marina and related areas, the Concession Contractor shall maintain, sweep, sign, and paint surfaces on a recurring schedule to ensure that public areas are consistently safe, clean, and free of algae, water weeds, moss, vegetative growth, earthen debris, foul odors, rust and litter, and are well marked and well lighted.

Maintenance and repair plans that involve the use of chemicals in the marina and related areas must have written approval from Reclamation before implementation.

Transitional walking surfaces that go from land to floating facilities or from one floating facility to another should be designed and maintained in such a manner that there are not tripping hazards and to not inhibit use by members of the public with disabilities or with the need to use wheelchairs or other disability transportation devices.

- p. **Campground, RV, and Trailer Pads.** The Concession Contractor shall maintain campground, RV, and trailer pads, including utilities hookup facilities, RV pump-out stations, roads, parking areas, curbing, sidewalks, walkways, campground trails, landscaping, foliage, and vegetation, within its assigned area of operation in a state of good repair and in a manner that provides access to the general public, persons with physical disabilities, and emergency and service vehicles. All camping, RV, trailer, and related areas, including, but not limited to, campfire pits, barbeques, cooking facilities, drainage and washing facilities, laundry and toilet facilities, and pump-out stations must be maintained in a state of good repair. The Concession Contractor shall maintain the campground including but not limited to, cleaning, sweeping, signing, and painting surfaces, and trimming overhanging and hazardous vegetation on a recurring schedule to ensure that these public areas are consistently safe, hygienic, clean, and free of foul odors, litter, earthen debris, soot and ashes, and are well lighted and marked. The Concession Contractor shall be responsible for keeping the assigned camping, RV, trailer, and related areas free and clear at all times of safety hazards.

- q. **Wastewater Treatment.** - The Concession Contractor shall operate, maintain and conduct minor repair activities of wastewater treatment service and facilities and shall also maintain all fixtures attached to the wastewater treatment system, including, but not limited to, building plumbing systems, all wells, wastewater treatment facilities, storage facilities, tanks, sewage ponds and leaching fields, distribution systems, master meters and valves, pumping stations, and down flow from the meter within the Concession Contractor land assignments in the area of operation in accordance with all applicable laws and environmental requirements, including Federal, State, and local laws and applicable codes, policies, and guidelines.
 - 1. The Concession Contractor shall ensure that repair and maintenance of the wastewater treatment facility complies with the effluent limitation requirements established in Public Law 92-500 (Clean Water Act) and is permitted in accordance with the National Pollutant Discharge Elimination System, as administered by the Environmental Protection Agency.
 - 2. The Concession Contractor shall repair any damage to the wastewater treatment system within assigned areas and any damage occurring beyond the Concession Contractor assigned areas that results from negligence of the Concession Contractor or employees while working or operating Concession Contractor equipment.

3. The Concession Contractor shall ensure that wastewater treatment facilities, structures and systems, including, but not limited to, building plumbing systems, wells, wastewater treatment facilities, storage facilities, tanks, leach fields, distribution systems, master meters and valves, and pumping stations, shall be maintained, swept, washed, cleaned, and painted on a recurring schedule to ensure that they are consistently safe, hygienic, clean, and free of foul odors, earthen debris, encroaching vegetation, and litter in the assigned area of operation.
 4. All repairs and improvements to wastewater treatment facilities must be designed in accordance with the best practicable wastewater treatment technology and be based on sound engineering standards. All repairs, improvements, and new wastewater treatment facilities must be approved by Reclamation prior to installation.
 5. The Concession Contractor shall implement ongoing water conservation measures. As replacement of fixtures and facilities is needed, the Concession Contractor shall obtain and install low-flow and water-conserving fixtures and facilities equal or better than those fixtures being replaced.
- s. **Firewood.**—The Concession Contractor shall acquire fully cured firewood from outside the area for use in assigned facilities and for approved firewood sales in camping and RV areas. Reclamation encourages the use of lower emission composite fuels when and wherever possible. To minimize hazards associated with fuel wood storage, the Concession Contractor will store wood away from existing structures and will comply with instructions provided by State or other local fire management staff. Consideration of the control of damaging insects and diseases (both native and non-native) will be addressed. *(If the Concession Contractor does not intend to offer firewood for sale then this sub-section may be removed.)*
- t. **Utility Systems.**—[NOTE: The following may be modified according to the needs of the concession operation being proposed.] The Concession Contractor shall operate, repair, and replace all interior and exterior utility systems within Concession Contractor land assignments as described herein. As systems or equipment needs to be replaced, serious consideration shall be given to the use of products and technologies that reduce impacts, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels. The Concession Contractor will replace or repair all utility systems, regardless of location, damaged as a result of the negligence of the Concession Contractor or its employees, agents, or contractors.
1. Propane Bottle Exchange:
The Concession Contractor shall repair and maintain, according to NFPA codes, all requirements associated with propane bottle exchange.
 2. Water:
The Concession Contractor shall operate, repair, maintain and conduct minor repair on water service and building plumbing systems, including all wells, treatment facilities, storage facilities and distribution systems, master meters

and valves, pumping stations, and down flow within their assigned area, with the exception of those facilities to be maintained by Reclamation.

- ii The Concession Contractor shall repair any damage to the water system within assigned areas and beyond the Concession Contractor assigned areas if the damage results from negligence of the Concession Contractor or its employees while working or operating Concession Contractor equipment. The Concession Contractor shall also maintain all fixtures attached to the water system within all buildings and structures.
 - iii The Concession Contractor shall implement ongoing water conservation measures. As replacement of fixtures is needed, the Concession Contractor shall obtain and install low-flow and water-conserving fixtures.
 - iv The Concession Contractor shall implement a viable cross-connection control program.
 - v The Concession Contractor will provide for the daily monitoring and periodic sampling of water systems in its assigned areas.
 - vi The Concession Contractor shall provide water to all concession facilities, including maintenance of the water system from the treatment facility up to and including the water meter for such facilities, if any. The Concession Contractor shall maintain and operate water treatment facilities and water bacteriological and chemical monitoring.
 - vii The Concession Contractor shall be required to maintain the potable water system in compliance with the requirements of the State.
3. Telephone Service: **[NOTE: This section may be amended to reflect the needs of the concession operation being proposed.]**
The Concession Contractor shall contract directly with commercial telephone operators for phone service to its assigned facilities.
- ii Agreements with commercial providers shall be in accordance with guidelines provided by Reclamation. The Concession Contractor shall be responsible for all equipment and wiring on the premises.
 - iii The Concession Contractor shall repair, maintain, or replace the telephone system from within the concession facility up to within 5 feet of the designated telephone utility company lines or as prescribed in use contracts or agreements with the providing entity.
4. Seasonal Operations: The Concession Contractor will drain all water and sewer lines that are defined above as the responsibility of the Concession Contractor and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks before opening.

The Concession Contractor shall comply with Reclamation-provided operation and maintenance manuals when reopening and repairing drinking water distribution systems and wastewater systems.

2. **Exterior Maintenance**

Exterior refers to the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments of structures, including all equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

a. **Roofs.**

1. Roofs shall be inspected on an annual basis to ensure that roofing material(s) are intact and free of deterioration that would affect the structural qualities and are not jeopardized by adjacent vegetation.
2. Roof repairs shall be made using the same type, style, and color as existing roofing materials and must be approved by Reclamation.
3. Overhanging tree limbs and vegetation causing roof deterioration shall be trimmed or pruned away from the structure(s).

b. **Gutters, Downspouts, and Roof Drains.**

1. Gutters, downspouts, and roof drains shall be inspected and cleaned, at a minimum, on an annual basis or as necessary to maintain the system free of obstructions and to ensure all openings are clear and operational.
2. Gutter and downspout surfaces shall be maintained to prevent deterioration of the material or structural damage to the building.
3. Gutter and downspout replacement shall be done in accordance with Reclamation specifications.

c. **Doors and Windows.**

1. Doors and windows shall be inspected on an annual basis and shall be maintained to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building.
2. Door and window replacement shall conform to existing size, style, and appearance unless otherwise approved in writing by the area manager.
3. Concession Contractors shall maintain, repair, or replace all glass in windows and all glass in doors and screens, shutters, etc.

d. **Siding.**

1. Siding shall be inspected on an annual basis and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material

or paint or causing structural damage or otherwise harming the building's appearance.

2. Siding and other exterior surfaces shall be painted on a regular basis of not less than every 5 years.
3. Siding shall be free of encroaching vegetative growth.
4. Siding shall be repaired or replaced using the same size, style, type, and grade of material as exists on the building or structure.
5. Repaired or replaced siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.
6. Paint and thinning products shall be stored in fire-proof cabinets or disposed of according to State and Federal hazardous waste disposal regulations.

e. **Structural Ventilation.**

1. Structural ventilation shall be inspected on an annual basis and maintained to permit air circulation, as designed.
2. Wire screen, metal, or wooden louvers shall be intact to prevent the entering of birds, bees, rodents, and other wildlife.

f. **Foundations and Exterior Walls.**—Foundations and exterior walls shall be inspected on an annual basis to ensure they are structurally sound and support the superimposed loading. They shall be maintained to prevent differential settlement or lateral, vertical, or longitudinal displacement. Major repair or replacement shall be completed with Reclamation approval.

g. **Electrical Systems.**

This section applies to Electrical Systems, except those specifically identified to be Reclamation's responsibilities as defined in the Contract.

1. The Concession Contractor shall repair, maintain, or replace all wiring, conduits, fuses, breakers, fixtures, etc., within the buildings. Any repairs, remodeling, or upgrading shall be consistent with the National Electrical Code.
2. The Concession Contractor shall repair, maintain, and replace all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within all Concession Contractor land assignments and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines. The Concession Contractor shall repair any electrical system damage within assigned areas and any damage occurring beyond the Concession Contractor assigned areas that results from negligence of the Concession Contractor or employees while working or operating Concession Contractor equipment.

3. The Concession Contractor shall repair, maintain, or replace the underground electrical distribution system and the overhead power service lines. The Concession Contractor shall repair, maintain, or replace the power distribution system from within the concession facility up to, and including, the electrical meters provided by the electrical distributor outside the area.
4. The Concession Contractor will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
5. The Concession Contractor shall develop and implement a plan to reduce its consumption of electrical energy. This plan shall be annually submitted to Reclamation for review and approval. Exterior lighting shall be installed by a licensed contractor or electrician and shall be designed to minimize energy consumption.

3. Interior Maintenance

Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

a. Painting.

1. Unless required more frequently according to the manufacturer's recommendation or the IPMC, paintable surfaces shall be painted on a regular cycle of not less frequently than every 5 years.
2. Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear.
3. Paint products shall be of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. Any changes to paint colors must be made from the color range provided by the area manager.
4. Paint and thinning products shall be stored in fire-proof cabinets or disposed of according to State or Federal Hazardous Waste Disposal Regulations, including, but not limited to, NFPA requirements.

a. Heating, Ventilating, and Air Conditioning Units.

1. Heating, ventilating, and air conditioning units shall be kept clean, maintained, and operated in strict accordance with manufacturer's instructions.
2. New installations and repairs shall be done in accordance with manufacturers' recommendations or requirements. New installations must be designed to minimize energy consumption.
3. Adjacent areas shall be free of litter, dirt accumulation, and unnecessary storage.

b. Electrical Systems.

1. Electrical systems shall be maintained from the meter into the structure and inspected on an annual basis for compliance with the National Electrical Code and requirements of the utility provider.
 2. Electrical systems shall be equipped with properly functioning safety equipment, overload protective devices, and switches.
 3. High voltage (220 volts and higher) shall have contact points marked in accordance with National Safety Council coding standards.
 4. Installations shall be in accordance with the National Electrical Code and installed by a licensed contractor or electrician within the State of Montana.
- c. Fire Protection Systems.**
1. Fire alarms and sprinkler systems shall be inspected on an annual basis and maintained in full operating condition at all times in accordance with NFPA requirements.
 2. Installations shall be performed by a licensed contractor/ technician.
 3. The Concession Contractor shall maintain, in a serviceable condition, all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers, consistent with Federal codes and NFPA requirements. The Concession Contractor must conduct periodic tests of all safety devices, fire detection, and suppression devices, equipment, and appurtenances.
- d. Safety Equipment, Fire Escapes, and Fire Exits.**
1. The Concession Contractor will provide and maintain safety devices, fire detection and suppression equipment, and such appurtenances as are necessary for the protection of employees and the public, including assigned Concession Contractor and Government improvements.
 2. The Concession Contractors will comply with all applicable Federal, State, and local codes. Fire escapes and exits shall be inspected on an annual basis and maintained to provide safe and expedient exit from the building at all times in accordance with NFPA requirements.
 3. Fire Escapes and Exits: Fire exit doors shall be equipped with operable panic hardware and identified by illuminated fire exit signs. A fire or emergency exit plan shall be posted on each floor, showing escape routes and emergency exit doors. Installations of fire escapes and emergency exit hardware and signs shall receive prior written approval from the area manager.
 4. Fire Equipment: The Concession Contractor is responsible for all hose boxes, fire hoses, standpipes, and extinguishers within its area of responsibility and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.

5. Emergency lighting shall be installed to illuminate exit routes in accordance with NFPA standards.

e. **Floors and Floor Coverings.**

1. Floors and floor coverings shall be inspected on an annual basis and maintained to prevent signs of displacement, deflection, water damage, and abnormal deterioration.
2. Floors and floor coverings shall be maintained so they are free of objectionable deterioration, evidence of vandalism, and excessive wear. Floors must be clean and free of litter or stains. Vinyl floor coverings must be clean, waxed or buffed, free of cracks, chips, litter, stains, and worn places. Wood floors must be clean, in good condition, and waxed, or otherwise sealed. Carpeting must be clean, reasonably free of stains, and be in good repair.
3. Hardwood floors, tile, and linoleum coverings shall be maintained using proper sealants and waxes.

f. **Furnishings and Fixtures.**

1. The Concession Contractor shall inspect all furnishings and fixtures on an annual basis and shall maintain all furnishings and fixtures in the assigned area of operation on a recurring schedule to prevent abnormal deterioration and ensure that furnishing and fixtures in public areas are consistently clean and free and clear of safety hazards.
2. The Concession Contractor shall maintain said furnishing and fixtures so that they are clean and free of objectionable deterioration, odors, water damage, fading, evidence of vandalism, fire and smoke damage, cigarette burns, litter, stains, rips, tears, cracks, chips, fading, worn places, and excessive wear. Furnishings and fixtures must be cleaned, polished, waxed, or buffed on a recurring schedule to maintain luster, radiance, and freshness.

4. Annual Maintenance Inspections

Reclamation shall conduct an inspection or review of Government and Concession Contractor improvements assigned to the Concession Contractor to determine compliance with applicable maintenance standards in this Concession Contract and with applicable Federal and State laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule established in Exhibit G: Operating Plan of this Concession Contract.

5. Reclamation Responsibilities

During the execution of any Reclamation responsibilities indicated below, should Reclamation disrupt areas or lands within the Concession Contractor's assigned lands, Reclamation shall provide signing mitigations, barriers, and re-vegetation efforts as

needed. Reclamation will interface with the Concession Contractor's maintenance program according to the following:

- a. **Improvements Assigned to the Concession Contractor.**—Reclamation will not physically maintain Government or Concession Personal Property and improvements assigned to the Concession Contractor. Reclamation will provide staff review of Concession Contractor plans and proposals, inspection and evaluation of Concession Contractor processes and programs, and technical advice and assistance when requested and as resources allow.
- b. **Signs.**—Reclamation will install, maintain, and replace all regulatory signs that serve the interest of the Government. Reclamation will provide direction and assistance to the Concession Contractor during the design and installation of all approved signing. Reclamation's Sign Guidelines will be used as a guide for signs.
- c. **Grounds and Landscaping.**—Reclamation will identify and periodically monitor hazardous trees in the area. Reclamation will also remove hazardous trees in the area that are outside the Concession Contractor's land assignment. Reclamation will review the Concession Contractor's landscaping plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concession Contractor projects. Reclamation may make available to the Concession Contractor, when no cost to Reclamation is incurred; designated sites where limbs and other legally burnable vegetation debris may be transported for disposal.
- d. **Roads, Trails, Parking Areas, and Walkways.**—Reclamation will maintain roads, parking areas, curbing, sidewalks, walkways, and trails outside the Concession Contractor's area of responsibility as shown on the land assignment maps. Reclamation will review the Concession Contractor's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concession Contractor projects. Use of assigned trails by the Concession Contractor is subject to specific terms and conditions as may be developed by the area manager for mitigation of impacts caused by the Concession Contractor.

After consultation with the Concession Contractor and consideration of issues of mutual concern, this Maintenance Plan reflects, as of its date of execution, the expectations, requirements, and commitments of the Concession Contractor and Reclamation.

Exhibit H

Environmental Management Plan

Note to Bidders: Bidders may have some trepidation or questions on how to approach the development of an Environmental Management Program (EMP). Reclamation is mainly concerned that bidders reflect in their offers an understanding of the importance and applicability of conducting all aspects of their operations at Goose Bay Marina in a **manner that facilitates and fosters a commitment to protecting the environment** and addresses elements included in Section F of the draft Concession contract.

Reclamation will be closely reviewing the EMP proposals and will provide necessary additions to proposals to assure that the final EMP for the successful bidder(s) includes appropriate components before the contract and all exhibits are authorized and executed. However, it is important for bidders to spend some time considering the need to operate in an environmentally sensitive manner. Similarly it is important that some effort be made to develop an EMP that addresses the core issues of operating the proposed business at Goose Bay Marina in a manner that sincerely demonstrates your personal and company environmental philosophy and commitment.

You should address factors including the protection of water quality, the adjacent watershed, the reservoir itself, air quality, impacts to wildlife and vegetation, training and environmental awareness of employees and actively fostering environmental ethics with the visiting public. Some of these areas of focus are already addressed in other parts of the draft contract and preceding exhibits.

The evaluation and rating of bidders to this prospectus by Reclamation will specifically include a criterion based upon 'Preserving and Protecting the Environment' and the development of a viable EMP.

A viable EMP for the Goose Bay Marina operations can likely be developed in just a few pages and by addressing the general environmental ethics, philosophy, and approaches that will guide your operation at Goose Bay. Identifying and addressing those apparent issues that are obvious for your proposed operation would be appropriate. However, do not attempt to touch on every possible issue that could arise over the years or in structuring a complex business infrastructure to address this topic.

[NOTE: This Exhibit will include the eventual Environmental Management Program submitted by the Concession Contractor as part of their proposal and edited by RECLAMATION. Once the Environmental Management Program is approved by RECLAMATION, it will become this exhibit as titled.]

Bidders should review the contract requirements in Section F of the Draft Concession Contract and formulate a suggested Environmental Management Plan (EMP). Once an EMP is approved for any eventual successful bidders, the proposed EMP will be inserted as this Exhibit with the understanding that Reclamation may require some alterations to assure that it properly covers all areas of concern outlined in Section F.

Exhibit I

Risk Management

A. Concessionaire Self-Inspection Requirements

The concessionaire is required to conduct an annual documented inspection of all equipment, facilities, visitor activities, and work processes to determine compliance with established safety and occupational health regulations. The concessionaire must keep inspection records for a minimum of 3 years. These records must include the following information: date of inspection, name of facility/building, identified deficiencies/hazards, classification of deficiencies, abatement date or action plan to correct deficiencies, and name of person conducting inspection.

[NOTE TO PREPARER: This list should be amended to include any items that are of particular importance to the concession operation being contracted.]

The following is a list of common items that must be inspected and issues that must be addressed by the Concessionaire:

Fire extinguishers. (Have they been inspected?)

Emergency exits. (Are they signed, clear of obstructions, unlocked, etc.?)

Employee rights posted on bulletin boards.

Right to know stations (material safety data sheets [MSDS] for the work unit).

General housekeeping.

Extension cords. (Are they used properly? They should not be used as permanent wiring.)

Access to electrical panels. (Access should not be blocked. There should be a clear area 3 feet in front of panels.)

Warning signs. (Signs such as wet floor, restricted area, ice on walkway, etc., should be posted.)

Flammable and hazardous materials labeled and stored properly.

Safety guards on equipment. (Table saws, circular saws, belt guards, etc., should have safety guards; bench grinders should have three guards: tool rest, throat guard, and eye guard.)

Tripping hazards.

1. Checklist for Concessionaire Self Inspection

The following is a checklist of items that must be inspected as a part of the Concessionaire Self-Inspection Program.

1. Aboveground fuel storage tanks

- a. Secondary containment around tanks
- b. Venting for tanks
- c. Sources of ignition

2. Building maintenance

- a. Laundry chute doors
- b. Clothes dryer vents
- c. Elevators
- d. Door locks
- e. Occupant load signs
- f. Floor diagrams
- g. Fans guarded
- h. Light bulbs guarded
- i. Fire walls and partitions
- j. Floor openings guarded
- k. Covers and guardrails
- l. Emergency eye wash
- m. Lavatories
- n. Rodents and insects
- o. Food and toxics stored together
- p. Headroom – 7 feet
- q. Floor load rating

3. Compressed air tanks

- a. Installation
- b. Belts guarded
- c. Drains provided
- d. Drained routinely
- e. Pressure gage

4. Compressed gas

- a. Hazard identification
- b. Labeling requirements
- c. Storage location
- d. Storing
- e. Securing cylinders
- f. Valve protective caps
- g. Emergency plan requirements
- h. Oxygen stored next to highly combustible material

5. Detection systems

- a. Local alarm required
- b. Local alarm functional

- c. Auxiliary alarms functional
- d. Single station detectors functional
- e. Trouble signals
- f. Secondary power supply
- g. Detector condition and testing
- h. Automatic door closures functional
- i. Pull boxes

6. Electrical

- a. Ground fault circuit interrupters (GFCI) provided as required
- b. Service properly grounded
- c. Appliances grounded
- d. Equipment grounded
- e. Over current protection
- f. Receptacle faceplates
- g. Covers on outlet boxes
- h. Covers on switches
- i. Junction boxes covered
- j. Circuit breakers accessible
- k. Circuit breaker location
- l. Circuit breakers identified
- m. Unused openings
- n. Location of switchboards
- o. Electrical panel clearance
- p. Plugs and connectors
- q. Flexible cords
- r. Equipment firmly secured
- s. Outdoor receptacles weatherproof
- t. On/off switches identified
- u. Cords damaged or deteriorated
- v. Ground prong missing
- w. Temporary wiring used as permanent wiring
- x. Unused openings in boxes or cabinets
- y. Receptacles and junction boxes with cover plate
- z. Light switch cover plates

7. Emergency lights

- a. Batteries
- b. Lights functional
- c. Testing and records
- d. Required

8. Emergency procedures

- a. Use of first aid firefighting equipment
- b. Employees instructed on duties
- c. Employees drilled on duties
- d. Fire exit drills

9. **Exit signs**
 - a. Illumination
 - b. Signs blocked
 - c. Signs missing
 - d. "No exit" signs

10. **Exits**
 - a. Visibility
 - b. Exits unobstructed
 - c. Locked
 - d. Marked
 - e. Storage in exit ways

11. **Fire extinguishers**
 - a. In service
 - b. Inspection tag
 - c. Monthly inspection
 - d. Halon extinguisher inspections
 - e. Annual maintenance
 - f. 6-year maintenance
 - g. Hydrostatic test
 - h. Fully charged
 - i. File record
 - j. Manual pulls labeled
 - k. Training
 - l. Halon safety training
 - m. Adequate distribution
 - n. Obstruction
 - o. Correct rating and type
 - p. Height of mounting
 - q. Tamper seals and pins

12. **Fire/smoke doors**
 - a. Doors blocked or obstructed
 - b. Automatic release functional
 - c. Operating hardware functional
 - d. Clearance between door and frame
 - e. Clearance between door and sill
 - f. Smoke seals
 - g. Repair of doors
 - h. Fusible links
 - i. Self closures
 - j. Swing direction

13. **Hand and portable power tools**
 - a. Guards
 - b. Electric tools GFCI protected
 - c. Electric tools and receptacles grounded

14. Heating appliances

- a. Air filters
- b. Portable heaters

15. Hoists, cranes, lift trucks

- a. Inspection
- b. Preventive maintenance
- c. Rated load marked
- d. Cranes idle – less than 6 months
- e. Cranes idle – more than 6 months
- f. Crane hook safety latch
- g. Hoist chains inspected

16. Housekeeping

- a. Work areas maintained in clean, orderly condition
- b. Work areas free of obstruction
- c. Aisle and passageway clearance
- d. Tripping hazards identified and marked
- e. Storage in egress or unobstructed exit way
- f. Ice or snow on exterior steps
- g. Trash removal
- h. Ash disposal
- i. Dirty rag storage
- j. Control of nonsmoking areas
- k. Control of smoking debris
- l. Proper storage of flammable liquid and gas
- m. Safety cans
- n. Food storage
- o. Interior decorations
- p. Clearance below sprinkler heads
- q. Seating and table arrangements
- r. Air nozzles
- s. Fire lanes
- t. Combustible storage
- u. Flammable liquids in offices
- v. “Jerry” cans prohibited
- w. Flammable liquid storage room ventilation
- x. Safety cans required
- y. Light bulbs guarded
- z. Floors in dry condition

17. Kitchens and hood systems

- a. Hood and ducts clean
- b. Inspection certificate
- c. Grease filters installed
- d. Fusible links replaced annually
- e. Extinguishing system in service

- f. Access to manual release
- g. Instructions for manual operation
- h. 6-month inspection record
- i. Grease trap provided
- j. Deep fat fryer installation
- k. High limit control for deep fat fryer

18. Ladders, scaffolds

- a. Inspection and maintenance
- b. Safety feet

19. Liquefied petroleum gas yards and portable containers

- a. Location of containers
- b. Facilities
- c. Firm foundation
- d. Separated from flammable liquids
- e. Venting
- f. Shutoff valves
- g. Tanks painted
- h. Container condition
- i. Protection of container accessories
- j. Protection from tampering
- k. Combustibles in yard
- l. Fire extinguisher required
- m. Requalification

20. Machinery and equipment

- a. General safeguarding
- b. Point of operation safeguarding
- c. Reset switches
- d. Machines anchored
- e. Grinding wheel tool rest
- f. Ripsaws

21. Other

- a. Occupational Safety and Health Administration (OSHA) required postings
- b. MSDS
- c. Required labeling
- d. Hazard communication program
- e. Hazardous materials inventory

22. Plans

- a. Disaster preparedness
- b. Chemical emergencies and SPCC
- c. Fire evacuation
- d. Training

23. Radial saws

- a. Adjustable stop
 - b. Automatic return
 - c. Upper hood
 - d. Nonkickback device
- 24. Ramps and platforms**
- a. Strength
 - b. Surfaces
 - c. Handrails and toeboards
- 25. Sprinkler suppression systems**
- a. System in service
 - b. Waterflow alarm devices
 - c. Antifreeze systems
 - d. Air supply
 - e. Inspection, test, and maintenance records
 - f. Control valves open and secured
 - g. Sprinkler temperature ratings
 - h. Spare sprinkler heads
 - i. Valve identification tags
 - j. Fire department connection
- 26. Stairs**
- a. Lighting
 - b. Tread surfaces
 - c. Handrails
- 27. Standpipe systems**
- a. Systems in service
 - b. Supply valves open
 - c. Maintenance
 - d. Testing
- 28. Water heaters**
- a. Water heater accessible
 - b. Heater location
 - c. Storage near heater
 - d. Relief valve provided
 - e. Relief valve installation
 - f. Venting
- 29. Welding**
- a. Ventilation system provided
 - b. Area screened
- 30. Woodworking equipment**
- a. Automatic restart
- 31. Fall protection**

- a. Required for 6 feet or more

2. Questions for Employees:

Have you read the company's Risk Management Plan?

Have you received safety orientation training?

Have you received training on how to do your job safely?

Have you received training on personal protective equipment?

Do you know where the Material Safety Data Sheet (MSDS) station for your work unit is?

Have you been trained to read an MSDS?

Have you been trained to recognize hazardous materials?

Have you been told about the hazardous materials you use in your job?

Have you been instructed to protect yourself while using hazardous material?

Have you been told how to report a hazardous material spill?

Have you been told how to report an accident in which you or a visitor is involved?

Is there a system for reporting hazards? Have you used it?

Have you been told about park-related hazards (high water, wildlife, etc.)?

Does your work unit have safety talks? If so, how often and how long are the talks; what are the subjects of the talks?

B. Concession Risk Management Program Training

[NOTE TO PREPARER: Training may not be applicable to all concession operations. The preparer should take into consideration the size of the concession operation and the activities involved in the operations and amend the training requirements accordingly.]

1. Management

Year 1

Introduction to OSHA – 1 hour

Fire Safety – 1 hour

Laws Relating to Safety and Health – 1 hour

Year 2

Public Health – 1 hour

Industrial Health – 1 hour

NFPA Life Safety Code 101 – 2 hours

Year 3

Conducting Safety and Health Inspections – 1 hour

Managing a Motor Vehicle Fleet Safety Program – 1 hour

Emergency Operations – 1 hour

Stress Management – 1 hour

Year 4

Occupational Diseases – 2 hours

Hazardous Materials – 2 hours

Year 5

Refresher Training – Subjects to be determined based on current needs

2. Supervisors

Year 1

Introduction to OSHA – 1 hour

Fire Safety – 2 hours
Laws Relating to Safety and Health – 1 hour
Public Health – 3 hours
Industrial Health – 1 hour
NFPA Life Safety Code 101 – 2 hours

Year 2

Conducting Safety and Health Inspections – 4 hours
Managing a Motor Vehicle Fleet Safety Program – 2 hours
Emergency Operations – 2 hours
Stress Management – 1 hour

Year 3

Hazardous Materials – 2 hours
Writing Safety Inspection Reports – 1 hour
Job Safety Analysis – 2 hours

Year 4

Refresher Training – Subjects to be determined based on current needs

4. General Employees

Introduction to OSHA – 1 hour
Company Risk Management Program – 1 hour
Fire Safety – 1 hour
Blood-Borne Pathogens – 1 hour
Materials Handling – 1 hour
Aids in the Workplace – 1 hour
Fire Extinguisher Operations – 1 hour

C. Risk Management Program

[NOTE TO PREPARER: The concessionaire will be required to develop a Risk Management Program as a part of the proposal. The preparer should insert the Concessionaire's Risk Management Program in this section once it has been approved by Reclamation. It will then become part of the concession contract.]

Exhibit J Reclamation Directives and Standards

Subject:	Concessions Management by Reclamation
Purpose:	Sets forth the directives and standards for planning, development, and management of concessions at Reclamation projects.
Authority:	Reclamation Act of 1902, as amended and supplemented; the Reclamation Project Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.
Contact:	Land, Recreation, and Cultural Resources Office, D-5300

1. Definitions.

- A. **Concession.** A concession is a non-Federal commercial business that supports appropriate public recreation uses and provides facilities, goods, or services for which revenues are collected. A concession involves the use of the Federal estate and usually involves the development of real property improvements.
- B. **Cooperating Association.** A cooperating association is a nonprofit organization. It is a Federal 501(c) tax-exempt entity incorporated within the State in which it operates, and it is governed by a volunteer board of directors. Cooperating associations assist in enhancing interpretive programs, providing visitor information, funding research, and supporting various resource themes.
- C. **Exclusive Use.** Exclusive use is any use that excludes other appropriate public recreation use or users for extended periods of time. Exclusive use includes, but is not limited to, boat docks, cabins, trailers, manufactured or mobile homes, structures, roads, or other amenities that are determined by Reclamation to be exclusive use.
- D. **Federal Estate.** The Federal land and water areas under the primary jurisdiction of the Department of the Interior, Bureau of Reclamation.
- E. **Fixed Assets.** Fixed assets are any structures, fixtures, or capital improvements permanently attached to the Federal estate.
- F. **Improvement.** An addition to real property that increases its value or utility or that enhances its appearance.
- G. **Incidental Revenues.** Incidental revenues are generally defined as those revenues generated from the use of Reclamation's project lands and facilities that are incidental

The following directives and standards apply to concessions managed directly by Reclamation. Separate directives and standards address concessions managed by non-Federal partners.

to authorized project purposes. Although recreation and concession facilities are authorized project purposes, it has been determined that revenues generated from the use of the Federal estate by concessionaires are to be credited as incidental revenues.

H. **Total Benefits to the Government.** Total benefits include:

- (1) **Direct Returns.** These are revenues generated by authorized concession contracts and paid directly to the United States Treasury and credited in accordance with Reclamation Manual (RM), Crediting of Incidental Revenues, PEC 03-01.
- (2) **Direct Benefits.** These are fees paid into a contractually designated special account for resource and capital improvements that directly benefit the public in the area of operations where the fees are collected.
- (3) **Indirect Benefits.** These are services performed by the concessionaire that benefit the public or improvements made to the Federal estate by the concessionaire.

2. **Existing Concession Contracts.**

- A. **Compliance.** Existing concession contracts must be brought into compliance with the Concessions Management Policy and Directives and Standards at the first legal opportunity, for example, if the contract is amended. If a concession contract expires or is terminated because of contract default or for other reasons, any subsequent concession contract must comply with the Concessions Policy and Directives and Standards.
- B. **Unusual Circumstances.** In the event that unusual circumstances prevent Reclamation from issuing a new contract in a timely manner, a one-time, temporary contract may be issued. The temporary contract must comply with the Concessions Management Policy and Directives and Standards and may be issued for a period not to exceed 2 years.

3. **Concessions Planning.**

- A. **General.** Before issuing a concession prospectus and Request for Proposal (RFP), Reclamation will complete a formal commercial services plan and financial feasibility evaluation.
 - (1) **Commercial Services Plan.** The commercial services plan can be an addendum to a resource management plan or similar planning document. If there is no other planning document, the commercial services plan may stand on its own.

At a minimum, the commercial services plan must determine the number of concessions necessary to meet the public needs, the type of facilities and services to be provided, the financial feasibility of the concession(s), and the location(s) appropriate for commercial activities. The complexity of

commercial services plans will vary according to location, past visitor use, anticipated revenues, and other factors.

- (2) **Financial Feasibility Evaluation.** The financial feasibility evaluation, included in the commercial services plan, will include, at a minimum, a documented determination of the financial viability of the proposed concession operation, including, the estimated fees to be returned to the Government, a justification for the proposed length of the term of the concession contract and the underlying assumptions regarding concessionaire capital investment in the concession.
- (3) **Planning for New Concessions Contracts.** It is essential that area and regional offices allow adequate time to complete the commercial services planning process, develop an RFP and contract, and receive the Commissioner's Office review and approval of the RFP and contract. In some cases, the planning for new concession contracts(s) must begin several years in advance of the date anticipated the contract(s) will be awarded.

B. **Commercial Services Plan.** Decisions to contract for concessions must be based on the results of the commercial services planning process, which will include public involvement, financial feasibility evaluation, and environmental analysis. During the planning process, the following criteria will be applied to determine appropriate facilities and services:

- (1) Facilities and services must be necessary and appropriate for a broad spectrum of public use and enjoyment.
- (2) Commercial facilities must not be developed or expanded on the Federal estate if existing facilities, on or off the Federal estate, adequately meet current and projected needs.
- (3) Facilities and services must reflect the general public's needs rather than the desires of a particular individual or group. Existing concessionaires may provide input through the public involvement process.
- (4) The financial feasibility evaluation must consider the concession's:
 - (a) Gross revenues (receipts) by operating department (lodging, food, and beverage).
 - (b) Operating expenses:
 - (i) Direct expenses by operating department (including labor and cost-of goods sold).
 - (ii) Unallocated expenses (including utilities and repair and maintenance).
 - (iii) General and administrative expenses (including overhead, officer salaries, office supplies, and travel).

- (iv) Fixed expenses (including rent, interest, depreciation, and reserve accounts).
 - (v) Franchise fees.
- (c) Earnings before interest, depreciation, taxes, and amortization. (EBIDTA is a standard accounting value representing net operating income)
- (d) Capital investment costs:
- (i) Working capital.
 - (ii) Furniture, fixtures, and equipment.
 - (iii) Ongoing capital replacement.\
 - (iv) New facility development costs.
- (e) Cash flow analysis.
- (f) Other appropriate factors that influence the concession's business opportunity (including length of season, rates, visitation, inflation, cost of capital, and appropriate target rate-of-return to concessionaire).
- (5) Facilities and services must be compatible with Reclamation project purposes.
- (6) Facilities, services, or sites considered to be exclusive use will not be allowed and should not be considered as a part of any commercial services planning alternative. Existing exclusive use facilities, services, and sites must be removed when a contract expires or, if possible, sooner.
- (7) Potential impacts to natural and cultural resources must be considered in the development of facilities and services.
- (8) Facilities must be harmonious in form, line, color, and texture with the surrounding landscape.
- (9) The planning process will consider whether existing concession facilities should be relocated because: (a) they would serve the public better at a different location, (b) they are situated in an area that is topographically limited (steep slopes, soils subject to erosion, limited space for expansion, or the site cannot accommodate the demand) and cannot provide the best public services and facilities, or (c) the financial feasibility evaluation determines that combining one or more existing concessions would create a more financially stable concession.
- (10) If existing fixed assets are proposed to be retained as a part of any new concession operation, they must first be formally evaluated to determine if their existing condition and useful life is sufficient to last through the duration of any new contract.
- If the evaluation determines that any fixed asset would have to have significant maintenance or would need to be replaced during the term of the new contract, then the fixed asset must be removed prior to issuing a new contract.
- (11) Concession contracts and operations must comply with all applicable laws, rules, regulations, Executive Orders, and policies.

4. **Concessions Contracting.**

- A. **General Application.** These directives and standards will apply to existing concessions contracts only if agreed to by both Reclamation and the concessionaire. Existing contracts may not be renewed, nor can the length of the term be extended. Existing contracts that are amended or modified within the current term must adhere to these Concessions Management Directives and Standards. New or replacement contracts will be awarded on a fully competitive basis.
- B. **Request for Proposals (RFP).** An RFP will be issued to actively solicit offers from interested parties. To allow for a wide distribution, the RFP will be published in the appropriate media and the following approach will be applied:
- (1) **Fair Competition.** To ensure fair competition before and during the RFP process, meetings to discuss the RFP with existing or potential concessionaires or other outside parties must not be conducted. It is appropriate to have meetings with existing concessionaires to deal with ongoing operational or contractual issues and programs. The RFP should include a schedule of meetings in which all interested parties can discuss requirements of the RFP. Other meetings requested by individual interested parties must be declined.
 - (2) **Equal Access to Information.** All information must be equally available to all interested parties during the RFP process.
 - (3) **Written Explanation.** Following release of an RFP, explanations or clarifications will be provided only in writing and must be sent to all parties who already have received the RFP and to any parties who are to receive it in the future.
 - (4) **Existing Concessionaires.** Existing concessionaires must respond to the RFP as a bidder to be considered for the new contract. If any existing concessionaire has a contract that includes a "Preferential Right of Renewal," the RFP must state that, if selected, the concessionaire's contract will be subject to all terms and conditions as outlined in the RFP. The RFP must also state how the preferential right of renewal will be applied in the bid process. No preferential right of renewal will be authorized for new, modified, or amended concession contracts.
- C. **Review of Proposals.** A panel composed of Reclamation "subject matter experts" (e.g., financial, recreation, and concession experts) will be convened to review submitted proposals. If Reclamation desires, it may contract with external experts to analyze offers. The panel will forward a recommendation to the selecting official. The selecting official will provide selection criteria and a crediting plan to the panel.
- D. **Contract Terms and Conditions.** The following items should be specifically addressed in concession contracts:

- (1) **Standard Contract Language.** Reclamation's standard concession contract language will be used to ensure compliance with all applicable laws, rules, regulations, Executive Orders, and Concessions Management Policy and Directives and Standards. Standard contract language can be found in the Concessions Management Guidelines. (See paragraph 5E.)
- (2) **Interim Operator.** Reclamation may select an interim operator if a contract is not in place at the time the existing contract expires or is terminated. Interim contracts will generally follow the existing contract provisions; however, contract terms and conditions must be modified to reflect current policies and directives and standards. Reclamation may select the existing concessionaire as the interim operator if the existing concessionaire is performing in a satisfactory manner. The interim operation will not exceed 2 years. A new contract must be awarded as expeditiously as possible.
- (3) **Required and Authorized Visitor Services.** Contracts must outline the specific types of services, facilities, and activities that a concessionaire is REQUIRED to offer. The contract should also specify any other services or activities the concessionaire is AUTHORIZED to offer. It must be clear that those required services are not optional and must be provided. Any service, facility, or activity not identified in either category is not authorized without a contract amendment or written authorization from the contracting official (Regional Director or delegate).
- (4) **Sale and Transfer.** Concessionaires or parties holding interests in a concession contract may not sell, assign, or transfer their interests or a part of their interests to another party without the prior written approval of the contracting official (Regional Director or delegate). Concessionaires must complete and submit all sale and transfer information as required by Reclamation before approval of a sale or transfer of all or any portion of a concession operation will be considered.
 - (a) **Proposed Transfer.** A proposed transfer of interest is subject to the same evaluation process that is performed for a new concession contract. The Reclamation-designated official may choose not to approve a proposed sale or transfer or may choose to place conditions on the approval.
 - (b) **Change of Original Contract Terms.** Concession contracts will provide that the terms and conditions are subject to change by Reclamation before approval of a sale or transfer. The length of the term may be reduced but not extended.
- (5) **Default and Nonperformance.** Clauses addressing default, penalty, and termination will be included in all concession contracts. The review and evaluation process will be critical to help determine if a concessionaire is in default or not meeting the terms of the contract. [See paragraph 4D(27).] The contract will also allow Reclamation to require a surety or performance bond at any time, collect penalties and administrative costs for default and nonperformance, and terminate the contract.

- (6) **Length of Term.** The term of all contracts will be limited to the shortest period practical and will be based primarily on the investment required of the concessionaire, as determined through the financial feasibility evaluation. The term of a contract requiring minimal or no new capital investment should generally not exceed 5 years. When substantial investment is required, the term will be based on the financial feasibility evaluation to ensure that concessionaires receive a reasonable return on their investment. New contracts cannot contain renewal clauses.
- (7) **Subconcessions.** Subconcessions are not permitted.
- (8) **Concessions Building and Improvement Program.** All designs for construction must be approved by Reclamation and must comply with applicable environmental regulations and building code requirements, including those for accessibility and historic preservation. In areas where State or local construction standards are not available, Reclamation may provide appropriate standards. Where required and before construction, the concessionaire must obtain all required building permits from the local authorities. All the concessionaires' facilities will be harmonious in form, line, color, and texture with the surrounding landscape.
- (9) **Environmental Compliance.** Concession contracts will address all activities with potential environmental impacts resulting from the release of hazardous materials to the environment including, but not limited to, the following: pesticides, herbicides, sewage effluents, petroleum products, and liquid waste (gray water). Concessionaires are required to follow all applicable Federal, State, and local laws, rules, and regulations related to hazardous substance use, storage, and disposal. Application for and acquisition of all required certifications and permits are the responsibility of the concessionaire.
- (10) **Interpretation and Thematic Programs.** Contracts should require concessionaires, to the extent possible, to support Reclamation's educational efforts through such actions as developing interpretive and area thematic messages in printed material (menus, marketing, correspondence, etc.), using outdoor signs, and, as appropriate, developing formal programs.
- (11) **Operation and Maintenance Plan.** Concessionaires will prepare an annual operation and maintenance plan, which must be approved by Reclamation. Concession contracts must clearly state what the plan will contain. Reclamation's Concessions Management Guidelines provide a list of operation and maintenance items that should be considered for inclusion in the plan. (See paragraph 5E.)
- (12) **Preference for Renewal.** Concession contracts will not include a preference right of renewal.

- (13) **Reimbursement for Fixed Assets Constructed by Concessionaires.** Concession contracts will specify whether fixed assets located on the Federal estate by a concessionaire will remain on the Federal estate or be removed at the end of the contract.
- (a) **Assets That Remain With the United States.** Title to all capital investments will be held by the United States and not the concessionaire. Concessionaires do not automatically have a right to compensation from the United States in fixed asset improvements upon contract expiration or termination. However, at the option of Reclamation, and when appropriated funds are available, Reclamation may purchase a concessionaires remaining assets that have not been amortized and the amount paid to the concessionaire will not exceed cost less depreciation.
- (b) **Approval of Improvements.** Any new investment in fixed asset improvements by the concessionaire must be approved, in writing, by Reclamation before commencement of construction. This written approval will specify (i) the amount of money to be spent to construct or rehabilitate the fixed asset, (ii) the allowed depreciable life of the improvement (according to the IRS schedule), and (iii) the construction details and schedule.
- (c) **Assets That Remain to be Purchased by a New Concessionaire.** Upon expiration, termination, or sale or transfer of a concession contract some fixed assets may not have been fully amortized. If Reclamation determines the fixed assets are still needed for the concession operation, the unamortized value must be purchased by the new concessionaire and based on the original cost less depreciation.
- (14) **Area of Operation.** Each contract will authorize and define only the physical area necessary to conduct the business activities allowed by the contract. The contract must include a legal description and a detailed map. Concession boundaries will be surveyed by Reclamation and must be easy to recognize by the visiting public.
- (15) **Additional Facilities or Services.** A concessionaire may request contract amendments for limited additional facilities or services that meet public needs and were not identified in the RFP. A major expansion of facilities or services is not permitted. Additional facilities or services are not allowed without advance approval by Reclamation.
- (16) **Total Benefits to the Government.** Reclamation will determine and recover fair compensation, including direct returns and direct and indirect benefits, for the use, rights, and privileges granted under a concession contract. The concession contract will specify the direct returns and direct and indirect benefits.

- (a) **Thresholds.** Targeted thresholds of total benefits will be developed to determine the optimal combination of payments. These will be used in advertisements, RFPs, and renegotiations to seek appropriate benefits to the Government and the public.
 - (b) **Direct Returns (Disposition of Fees).** The appropriate disposition of recreation or concession fees depends on the land status and authority used to collect the fees. Fees collected under the authority of the Land and Water Conservation Fund Act are to be deposited in the Recreation, Entrance, and User Fee Account, which is a special account for Reclamation established in the United States Treasury. For specific information, refer to the RM, Crediting of Incidental Revenues, PEC 03-01. Except as provided otherwise in a project specific authorization, fees collected pursuant to Reclamation law will be disposed of as follows:
 - (i) Fees generated by concessions or recreation activities on withdrawn project lands are deposited in the Reclamation Fund.
 - (ii) Fees generated by concessions or recreation activities on lands acquired for project purposes are deposited in the Reclamation Fund, to the credit of the project.
- (17) **Utility Services Provided by Reclamation.** The value for utility services provided by Reclamation will be based on the recovery of full operating and replacement costs for utility capital investments and comparable utility rates. If the financial feasibility evaluation determines that it would not be feasible for the concessionaire to pay rates which would compensate Reclamation for its total capital and operating costs, Reclamation must determine the utility service rates that would be feasible and applied. Utility services include, but are not limited to, electricity, power, water, waste disposal, gas, and communication systems.
- (18) **Exclusive Use.** Exclusive use facilities are not authorized in new concession contracts. If existing concession contracts are amended, a new provision must be included that requires exclusive use to be phased out as soon as possible, before the contract expires. A mandatory timetable for this phase out must be included in the amended contract. The concessionaire and a person hired to guard the concessionaire's investment may reside on the Federal estate, with the written approval of the contracting officer.
- (19) **Sale of Personal Property.** The sale of personal property by anyone other than the concessionaire is prohibited on the Federal estate. Concessionaires will be permitted to sell their personal property on the Federal estate only to Reclamation or a succeeding concessionaire.
- (20) **Rates and Merchandise.** Rates charged by concessionaires for all facilities, services, and merchandise will be based on charges for comparable facilities, services, facilities, and merchandise provided by the private sector in similar

situations. Approved rates will ensure a fair return to the concessionaire and a reasonable charge to the public. Reclamation will approve such rates or rate schedules when the concessionaire proposes to change rates. Any rates in excess of comparable rates must be thoroughly justified and supported in writing by the concessionaire and approved by Reclamation.

- (21) **Concessions Safety Program.** Concessionaires are responsible for providing and ensuring a safe and healthful environment for both the visiting public and employees by developing, implementing, and administering health, safety, and educational programs to ensure that concession areas are managed in compliance with Federal, State, and local laws, rules, and regulations.
- (22) **Insurance Program.** Concessionaires must have an insurance policy that will indemnify the United States and meet applicable State requirements. All liability policies will provide that the insurance company will have no right of subrogation against the United States and will provide that the United States is named as an additional insured. Reclamation must be provided with a certificate of insurance by the insurance agent to confirm that the above requirements are met before development begins or operations commence. The concessionaire must also provide Reclamation with a copy of each insurance renewal certificate throughout the term of the concession contract. The Regional Director or delegate will establish a minimum insurance requirement based on the facilities and services offered by individual concessions.
- (23) **System of Recordkeeping.** Concessionaires will complete Reclamation's Annual Financial Report (AFR) form and provide any other financial information that may be requested. The annual financial reports will conform to the standard AFR form, without exception or modification.
- (24) **Food Sanitation.** Concessionaires' food services will comply with Federal, State, and local food handling and sanitation laws, rules, and regulations.
- (25) **Advertising and Signs.** Use of the Reclamation seal, logo, or name must be approved by Reclamation before it is displayed in advertisements or on signs. Outdoor signs or other forms of advertising must not be displayed on the Federal estate without the approval of Reclamation.
 - (a) The Reclamation logo or name will be obvious at all entrances to all concessions.
 - (b) Concessionaires will be required to notify the public that they are authorized by Reclamation to conduct business on the Federal estate. All promotional material, regardless of media format, (i.e., printed, electronic, broadcast), provided to the public by the concessionaire in connection with the services provided under the concession contract must be approved in writing by Reclamation. At a minimum, all such information will identify the concessionaire as an authorized concessionaire of the Bureau of Reclamation, Department of the Interior.

- (26) **Statistical Data.** Concessionaires will furnish information as specified in Reclamation's Recreation Use Data Report on an annual basis or as otherwise requested.
- (27) **Concessions Review and Evaluation.** Reclamation's Concessions Management Guidelines contain instructions on how to determine an appropriate rating and how to ensure that the concessionaire is in compliance with the terms of the contract. There are two types of review, the "local review" and the "external review."
- (a) **Local Review.** The local review will be conducted by the Reclamation office directly responsible for oversight of the concession. The local review will be conducted at least twice annually. One of the inspections must be conducted during the high use season. The combined reviews will determine the annual performance rating. The review will include, at a minimum, items listed in the Concessions Management Guidelines. The possible ratings are Satisfactory, Marginal, or Unsatisfactory. A copy of the completed review and rating will be sent to the regional office and the concessionaire and entered into the Recreation Use Data Report. The local Reclamation office will maintain all concession program management files and records.
- (b) **External Review.** The external review will be conducted and documented by a team of technical specialists who are not employees of the office directly responsible for oversight of the concessions. At a minimum, contracts with a term of 5 years or less will be reviewed once, midterm; contracts with a term exceeding 5 years will be reviewed every 5 years. A copy of the review will be sent to the area and regional offices and the concessionaire. The external reviews will examine, at a minimum:
- (i) The extent to which the concession operation meets Reclamation's Concessions Management Policy, Concessions Management Directives and Standards, and Concessions Management Guidelines.
 - (ii) The extent to which the concession activities are consistent with resource management plans and commercial services plans.
 - (iii) The extent to which the concessionaire is in compliance with the contract provisions, especially with respect to building improvements, operations, prices charged by concessionaires, fees returned to the Government, and annual financial reporting to Reclamation.
 - (iv) The quality and condition of the facilities and services related to the health and safety of the employees and the visiting public.

- (v) The recordkeeping system(s) used by the local Reclamation office to determine that the concessionaire uses generally accepted accounting practices.
 - (vi) The recordkeeping system(s) used by the local Reclamation office to conduct quarterly and annual reviews.
 - (vii) The local Reclamation office records regarding the annual reviews and annual rating.
- (c) **Corrective Actions.** If either the local or external review identifies operational or administrative deficiencies in the operation of a concession, a timetable must be established by the area office and approved by the Regional Director or delegate to correct these deficiencies. The contract must specify the actions that will be taken for marginal or unsatisfactory ratings. The possible actions will include suspension of all or part of the concession operation or termination of the concessions contract.
- (d) **Disputes.** Disputes between Reclamation and the concessionaire are to be resolved through informal negotiations and discussions. In the event that such disputes fail to reach resolution, either party may request a formal, nonbinding arbitration process. Each party selects one member for the arbitration panel and, together, these two members will select the third (neutral) panel member. The panel will treat each party equally and fairly. Recommendations must be made by a majority of the panel members. If either party disagrees with the arbiter's recommendation, he or she may file an appeal with the Secretary of the Interior under 43 CFR, Part 4, Subpart G. The Secretary's determination is final and binding.
- (e) **Officials Not to Benefit.** No member of the executive, legislative, or judicial branches of the Federal Government may be a party to any concession contract or receive any benefits from a concessions contract.

5. **Miscellaneous.**

- A. **RFP and Contract Review.** All RFPs and concession contracts must be reviewed and approved by the Commissioner's Office. The following sequence of steps must be followed:
- (1) Area or regional offices must submit the proposed RFP and contract along with supporting information to the Commissioner's Office. The supporting information must include appropriate planning documentation and financial feasibility evaluation.
 - (2) The Commissioner's Office will establish a review team appropriately suited to the complexity and scope of the RFP and the contract. The team will evaluate the RFP and the contract for sufficiency and compliance with the Concessions Management Policy and Concessions Management Directives and Standards.

- (3) The Commissioner's Office will return the approved RFP and contract, or return the RFP and the contract for modification and resubmittal if necessary.
- B. **Training.** All Reclamation offices are responsible for ensuring that Reclamation personnel involved with concessions have received training commensurate with their responsibilities.
- C. **Nonprofit Organizations.**
- (1) In certain circumstances, it may be appropriate for cooperative associations or nonprofit organizations to sell goods or provide visitor services to meet Reclamation's goals and objectives. All cooperative association arrangements must be approved by Reclamation if the cooperative associations operate within a concession.
- (2) The cooperative association will be responsible for maintaining its accounting system, and the system cannot be combined with the annual financial report submitted by a concessionaire. Nonprofit organizations will also be given very clear allowances and restrictions identifying the type of business they are authorized to conduct and the type of goods or services they may provide. Just as with concessionaires, nonprofit organizations are prohibited from providing items or services not specifically authorized. All nonprofit organizations must provide written proof of their nonprofit status.
- D. **Employment of Reclamation Personnel or Family Members².** Reclamation employees or family members(s) may not be owners, partners, board members, corporate officers, general managers, or employees of any business providing commercial services on the Federal estate, nor may they have any financial interest in such a company. Ownership of stock shares traded in a recognized open market is not considered a financial interest under these directives and standards. Reclamation employees are further prohibited from using their public office for private or family gain. A Reclamation employee involved in activities concerning preparing specification formulation, contract award, or operational administering a concession may not participate in that activity if the employee or a family member is involved in any phase or operation of that concession. Any Reclamation employee responsible for any phase of a concession contract will be excused from duties related to the contract if the employee or a family member is involved in the competition for the contract or the Reclamation employee or a family member may benefit financially from the award of the contract.
- E. **Concessions Management Guidelines.** The Concessions Management Guidelines contain additional information that will assist Reclamation offices in complying with the Concessions Management Policy and the Concessions Management Directives and Standards.

² Guidance on this issue should be obtained from an ethics counselor in the servicing Reclamation Personnel/Human Resources Office.

Period of Record Monthly Values for Canyon Ferry Lake, Missouri River near Helena, MT

Exhibit K-- Reservoir Elevations

RES070 V2.6 04-Dec-97

Run 11/02/2015 14:19

Station	Canyon Ferry Lake, Missouri River near Helena, MT																
Parameter	Reservoir End-Of-Month Forebay Elevation (feet)																
Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Mean	Max	Date	Min	Date
1980	3788.12	3789.79	3788.05	3783.24	3782.39	3782.69	3786.14	3798.00	3797.96	3794.55	3791.13	3794.13	3789.68	3799.18	JUN25	3781.84	FEB19
1981	3794.14	3795.08	3793.43	3790.34	3787.02	3785.65	3785.09	3799.07	3797.08	3793.85	3789.97	3788.06	3791.61	3799.66	JUN04	3784.23	APR25
1982	3791.39	3792.98	3791.27	3786.32	3784.27	3781.16	3780.07	3787.59	3788.48	3797.44	3792.54	3792.96	3789.71	3798.81	JUL02	3779.66	APR24
1983	3793.99	3794.85	3793.28	3791.73	3789.29	3787.24	3785.62	3789.03	3797.76	3797.21	3794.03	3794.90	3792.41	3798.28	JUL14	3785.08	APR22
1984	3796.84	3795.95	3792.42	3790.55	3788.15	3785.82	3786.12	3792.74	3794.13	3797.13	3793.65	3787.16	3792.14	3799.14	JUL01	3785.00	APR17
1985	3786.77	3787.93	3784.52	3781.98	3778.89	3779.36	3784.11	3788.85	3790.41	3787.14	3785.98	3787.18	3785.25	3791.66	JUN14	3778.02	MAR14
1986	3789.40	3786.80	3784.81	3783.04	3782.31	3782.54	3784.22	3787.77	3796.74	3794.08	3789.33	3790.47	3787.63	3797.25	JUN25	3781.40	FEB17
1987	3792.83	3791.90	3788.80	3784.63	3784.50	3785.08	3785.40	3786.52	3787.46	3787.15	3785.51	3784.63	3787.03	3792.89	OCT30	3784.42	FEB05
1988	3785.11	3785.29	3783.79	3781.36	3780.97	3780.79	3783.17	3788.82	3791.32	3787.31	3782.67	3779.78	3784.20	3791.91	JUN17	3779.78	SEP30
1989	3779.70	3780.45	3780.63	3778.74	3774.67	3774.91	3776.92	3781.92	3785.88	3783.17	3781.07	3781.08	3779.93	3785.88	JUN30	3773.76	MAR09
1990	3782.49	3785.58	3784.01	3782.30	3779.92	3777.91	3780.92	3784.28	3793.62	3792.09	3789.02	3786.54	3784.91	3794.37	JUL08	3777.79	APR03
1991	3787.15	3789.27	3785.95	3781.81	3780.83	3780.56	3780.88	3788.42	3797.97	3793.72	3787.78	3784.58	3786.58	3799.02	JUL02	3780.51	APR02
1992	3784.59	3786.53	3785.37	3782.54	3780.82	3780.64	3781.81	3782.69	3784.16	3785.97	3782.79	3781.45	3783.28	3786.79	DEC10	3780.08	MAR15
1993	3785.52	3785.76	3784.35	3781.34	3779.21	3781.84	3784.08	3793.15	3797.27	3797.63	3796.12	3794.84	3788.26	3797.92	JUN18	3778.82	MAR05
1994	3794.16	3793.11	3790.05	3786.29	3782.54	3781.91	3784.71	3789.31	3790.97	3788.17	3784.87	3781.96	3787.34	3794.73	OCT01	3781.82	APR03
1995	3782.35	3784.10	3783.90	3782.92	3782.93	3782.53	3782.93	3783.06	3796.74	3796.92	3793.47	3791.98	3786.99	3798.83	JUL11	3781.41	OCT12
1996	3792.44	3793.82	3792.05	3787.38	3785.01	3779.76	3780.90	3790.69	3797.01	3794.83	3790.05	3788.34	3789.36	3797.85	JUL09	3778.75	APR08
1997	3788.95	3790.56	3788.02	3783.87	3777.97	3777.86	3771.37	3786.01	3797.18	3796.67	3795.89	3794.28	3786.89	3798.49	JUN20	3769.15	APR17
1998	3793.38	3793.73	3791.91	3789.99	3788.38	3787.40	3785.58	3791.71	3799.38	3796.04	3792.27	3789.02	3791.57	3799.38	JUN30	3785.58	APR24
1999	3790.35	3792.41	3790.68	3789.82	3787.65	3783.02	3780.04	3784.41	3795.78	3794.23	3790.82	3788.65	3788.99	3796.80	JUL10	3779.61	APR19
2000	3787.64	3787.97	3787.22	3786.05	3784.69	3783.05	3783.13	3785.21	3790.11	3787.25	3783.26	3781.39	3785.58	3790.12	JUN28	3781.21	SEP25
2001	3782.26	3783.16	3783.00	3783.35	3783.52	3784.78	3785.52	3787.02	3789.40	3787.49	3783.79	3781.24	3784.54	3789.50	JUN26	3781.24	SEP30
2002	3780.83	3781.60	3781.19	3781.34	3781.09	3781.30	3782.65	3783.79	3796.04	3795.23	3792.32	3790.75	3785.68	3796.49	JUL08	3780.66	OCT13
2003	3790.21	3790.06	3789.20	3788.15	3787.23	3787.70	3790.18	3793.07	3797.30	3792.71	3788.89	3786.31	3790.08	3797.66	JUN25	3786.31	SEP30
2004	3785.08	3784.78	3783.86	3781.77	3780.93	3780.61	3780.65	3780.58	3784.97	3784.75	3782.14	3781.39	3782.63	3786.27	OCT01	3779.58	MAY21
2005	3781.21	3781.78	3781.61	3780.40	3780.67	3780.79	3781.06	3787.50	3798.37	3794.71	3790.18	3786.42	3785.39	3798.51	JUL02	3779.85	JAN18
2006	3784.84	3784.30	3782.44	3781.64	3779.03	3776.58	3778.38	3786.84	3796.35	3793.54	3788.86	3785.63	3784.87	3796.36	JUN26	3776.27	APR05
2007	3785.87	3786.41	3786.22	3784.58	3784.85	3787.14	3788.17	3793.44	3796.20	3792.03	3787.77	3784.80	3788.12	3796.80	JUN21	3784.21	FEB05
2008	3784.73	3784.50	3783.32	3781.64	3781.76	3781.97	3782.57	3790.90	3797.67	3797.25	3792.50	3792.88	3787.65	3798.34	JUL06	3781.44	FEB11
2009	3792.08	3792.18	3789.77	3787.89	3786.20	3785.43	3785.70	3790.00	3798.73	3796.47	3793.66	3790.50	3790.72	3798.90	JUN27	3784.49	APR14
2010	3791.67	3792.18	3788.53	3787.59	3787.37	3787.07	3787.87	3790.73	3799.22	3796.12	3793.43	3793.19	3791.25	3799.24	JUN28	3786.48	APR15
2011	3792.39	3790.42	3787.91	3785.38	3782.07	3781.13	3780.19	3781.57	3799.25	3797.84	3794.54	3791.28	3788.66	3799.68	JUL03	3778.20	MAY21
2012	3791.61	3791.08	3789.34	3787.72	3786.47	3785.77	3788.36	3793.95	3796.94	3793.92	3789.69	3786.68	3790.13	3797.43	JUN19	3785.69	MAR26
2013	3786.22	3787.52	3787.44	3786.19	3784.80	3783.23	3782.34	3784.84	3790.15	3788.26	3784.84	3783.00	3785.74	3790.28	JUL06	3781.15	MAY13
2014	3783.96	3784.87	3783.83	3784.28	3783.26	3781.70	3778.75	3785.45	3747.30	3795.47	3792.48	3791.11	3786.87	3797.66	JUL05	3778.45	MAY03
2015	3790.37	3789.17	3788.25	3786.73	3785.83	3785.88	3786.68	3792.39	3796.00	3791.86	3787.34	3784.72	3788.75	3796.83	JUN19	3784.32	SEP30
Mean	3788.04	3788.55	3786.96	3784.86	3783.26	3782.41	3783.12	3788.37	3794.90	3792.78	3789.30	3787.58	3787.51				
Min.	3779.70	3781.45	3780.63	3778.74	3774.67	3771.86	3771.37	3780.58	3784.15	3783.17	3781.07	3779.78	3779.93	3785.88	JUN30	3769.15	APR17
Max.	3796.84	3791.96	3793.43	3791.73	3789.29	3787.70	3790.18	3799.07	3799.38	3797.84	3796.12	3794.90	3792.41	3799.68	JUL03	3786.48	APR15