

**APPENDIX
SPECIAL PARK CONDITIONS**

Each Appendix and Exhibit listed below is a part of the CUA.

Appendix A – General Conditions

Appendix B – Special Park Conditions: Bicycle Rental Operation

Appendix C – Reporting and Recordkeeping

- Exhibit 1 – Commercial Use Authorization (CUA) Monthly Report

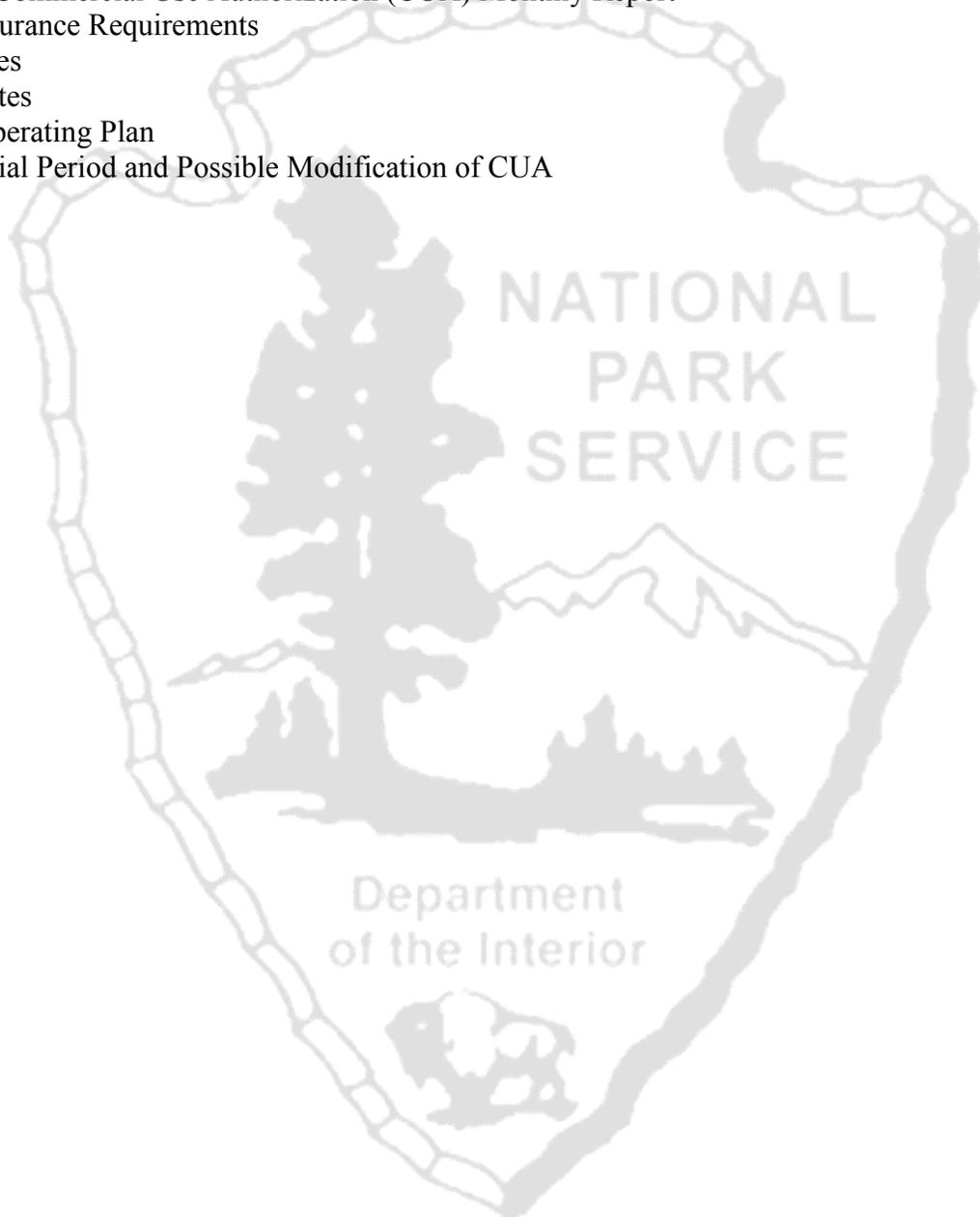
Appendix D – Insurance Requirements

Appendix E – Fees

Appendix F – Rates

Appendix G – Operating Plan

Appendix H – Trial Period and Possible Modification of CUA



**Grand Canyon National Park
Commercial Use Authorization
Appendix A**

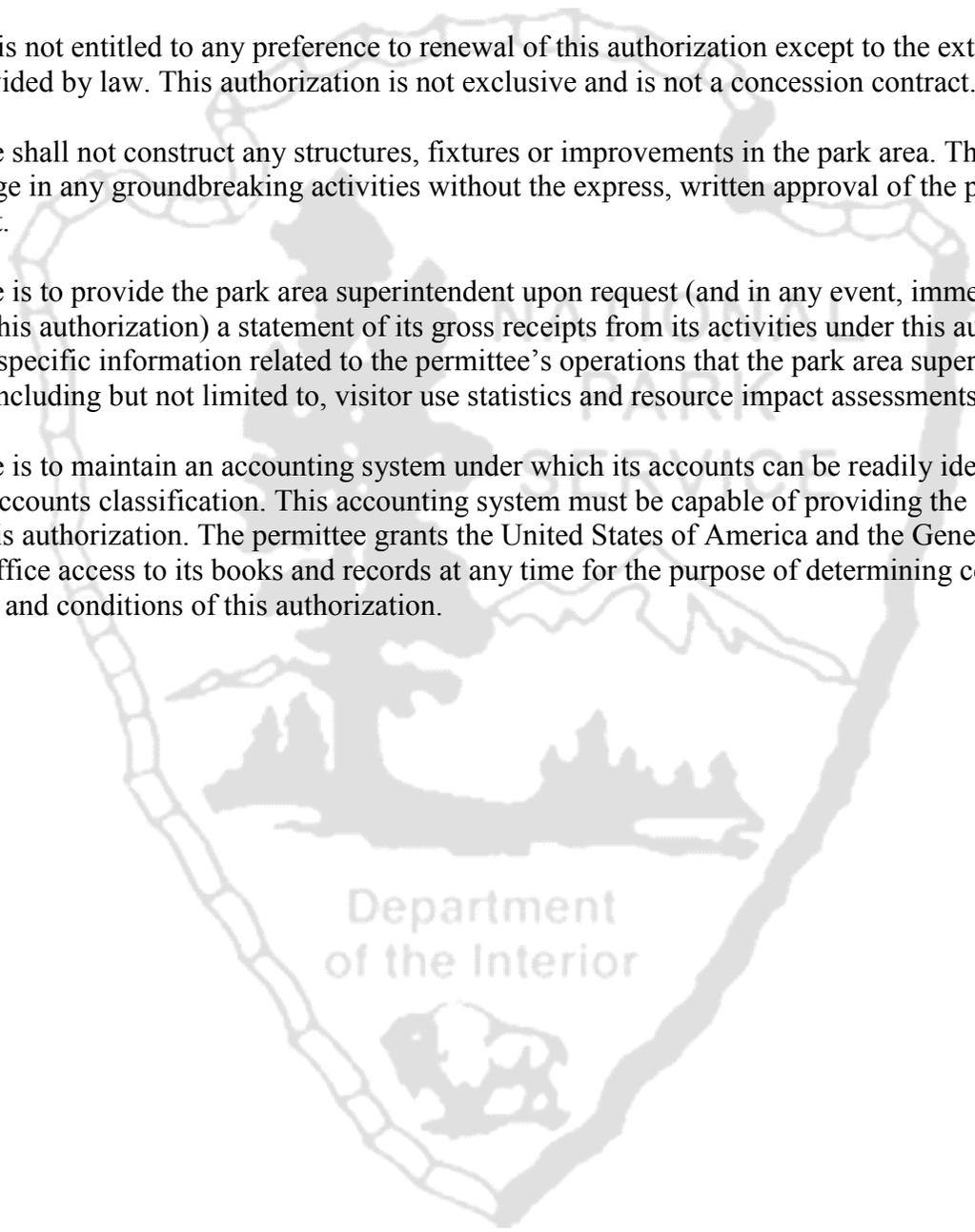
GENERAL CONDITIONS

Failure to comply with any of the following conditions or special park conditions could result in warnings, citations or revocation of your Commercial Use Authorization.

1. The permittee is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)(ii)]. The permittee will comply with any special instructions received from the Superintendent, and/or representative thereof, concerning activities within Grand Canyon National Park.
2. The permittee shall exercise this privilege subject to the supervision of the park area superintendent. The permittee shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The permittee must acquire all permits or licenses of state or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable federal, state, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (permittee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (permittee) in connection herewith, and the (permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. The permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount that is outlined in Appendix D and underwritten by a United States company naming the United States of America (National Park Service, Grand Canyon National Park, PO Box 129, Grand Canyon, Arizona 86023) as additional insured. The permittee agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to

arise there from: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area superintendent.
8. This authorization may be terminated upon breach of any of the terms and conditions herein or at the discretion of the park area superintendent.
9. The permittee is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The permittee shall not construct any structures, fixtures or improvements in the park area. The permittee shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The permittee is to provide the park area superintendent upon request (and in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the permittee's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The permittee is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The permittee grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.



**Grand Canyon National Park
Commercial Use Authorization
Appendix B**

**SPECIAL PARK CONDITIONS
BICYCLE RENTAL OPERATION**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS PERMIT. **All pages of this permit must be on site and available for inspection by the permittee or its employees at all times while operating within Grand Canyon National Park.**

1. **Permits/Licenses** – The permittee must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state, and local laws and regulations. Vehicle, operator, license, and permit compliance inspections may occur at any time by National Park Service or law enforcement personnel.
2. **Business Operations** - This permit authorizes the permittee to advertise, solicit business, collect fees, and sell services on lands owned and controlled by the United States. This permit does not authorize the permittee to sell goods on lands owned and controlled by the United States. The Permit is for incidental business operations occurring within the park. The commercial activity may originate and terminate inside the park, money may change hands on park lands and commercial solicitation may occur on park lands.

The following activities are authorized under this CUA:

Bicycle Rental Operations. The permittee may rent bicycles to park visitors for self-guided in-park use, at an hourly, half day or daily rate, consistent with the use conditions specified in this CUA. Initially, no limit will be placed on the number of bicycles or rentals under this CUA, however, during the term of the CUA the National Park Service may set limits on the number of bicycles or rentals (see Appendix H).

Bicycle Tours and Ranger Lead Tours. The permittee may, at the discretion and with the approval of the National Park Service, offer guided bicycle tours. The National Park Service may require the permittee, in coordination with the National Park Service, to organize ranger lead bicycle tours.

3. **Damages** – The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
4. **Health and Sanitation** – The permittee will comply with applicable public health and sanitation standards and codes. The permittee or employees will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-928-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The permittee will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service does not grant the permittee a preferential or exclusive right to conduct business in any area administered by the National Park Service.
6. **Equal Employment Opportunity/Nondiscrimination** - The permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor (Exhibit A).
7. **Storage and Sales Area** – This permit is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.

The following areas are temporarily authorized for use under this CUA:

Bicycle Fleet Storage. The National Park Service will temporarily provide one to two large parking spaces located in the eastern side of the commercial bus parking area at Canyon View Information Plaza behind the Grand Canyon Visitor Center for bicycle fleet storage. The permittee is authorized to place a permittee provided a temporary storage unit to house the bicycle fleet in this area. The storage unit must be secured to withstand inclement weather in a manner that ensures safety and does not damage park resources. The storage unit must be approved by the National Park Service prior to placement. Security of the unit and its contents is the responsibility of the permittee.

Bicycle Rental and Visitor Service Area. The National Park Service will temporarily provide a paved location in the pedestrian area at Canyon View Information Plaza for a bicycle rental and visitor service area. The permittee is authorized to use a temporary permittee provided shade structure(s) and a table(s). The structure(s) and equipment must be secured to withstand inclement weather in a manner that ensures safety and does not damage park resources. The location of the bicycle rental and visitor service area and all equipment to be used in the area must be approved by the National Park Service prior to installation. Security of the area and equipment is the responsibility of the permittee.

Areas Authorized for Bicycle Use. Rented bicycles may be used on all park roadways open to the use of motor vehicles by the general public and paved greenway trails open to bike use as noted in the Superintendent's Compendium of Restrictions and Closures. Bicycles may not be used on any dirt or unpaved paths, roads or trails. The permittee must provide customer with information and instructions describing park areas where bicycles may be used.

Due to construction that will be occurring in the vicinity of the Grand Canyon Visitors Center, the location of the bicycle rental and visitor service area and the bicycle storage area may change one or more times over the term of the CUA.

The National Park Service may order the temporary or permanent removal of any infrastructure or equipment associated with the bicycle rental operation at any time.

- 8. Equipment** – The permittee must provide bicycles and safety equipment appropriate for paved travel and in sufficient numbers and styles to accommodate a variety of visitor ages, abilities and skill levels.

The permittee is responsible for retrieving all abandoned equipment from any location within the park.

- 9. Safety** – The permittee must provide the National Park Service with a description of its safety procedures for the Bicycle Rental Operations.

Bicycle Maintenance. The permittee must maintain all rental bicycles in accordance with manufacturers' recommendations and industry standards. The permittee must perform necessary preventative maintenance on each bicycle between rentals. The permittee must ensure that each bicycle is adjusted for the individual rider prior to rental.

Helmets and Safety Equipment. The permittee must provide helmets that, at a minimum, meet the standards required by the law of the State of Arizona and the Arizona Consumer Product Safety Commission, to all riders. The permittee must also provide all other equipment necessary to safely operate the rented bicycles.

- 10. Orientation** – The permittee must provide each customer with an orientation to the park and their bicycle. The orientation must include the safe operation of their bicycle, park and permittee emergency contact information, information on the park areas approved for bicycles, possible hazards that riders may encounter and information on resource protection.

The National Park Service will provide the permittee with an electronic map of authorized areas for bicycle use. The permittee must provide a copy of this map to each customer to aid in the orientation and safe navigation of the park.

- 11. Hours and Dates of Operation** – All hours and dates of operation must be approved in advance by the National Park Service. The National Park Service may change the authorized hours and dates of operation at any time.
- 12. Archeological Sites** – Permittee must abide by the Grand Canyon National Park Cultural Site Information SOP (8213-0001). Under this SOP, permittees may disclose the location and direct clients to Class I archeological sites. Permittees may direct visitors to Class II archeological sites as long as they do not promote them to their clients and only direct them when specifically requested to do so by a client.
- 13. Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the National Park Service, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be report to park law enforcement immediately at 928-638-7805 or by dialing 911.
- 14. Overdue or Missing Clients** – The permittee is responsible for providing their clients with the necessary information to orientate themselves to the park so as not to become lost. The permittee must report overdue or missing clients to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. While self-rescue is encouraged, in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.
- 15. Employee/agent responsibility** – The permittee must ensure that all company employees working in the park are informed of all of the conditions of this permit. (The permittee may be cited for any permit violations committed by their employee and/or agent.)
- 16. Permit Compliance** – The permittee and all participants authorized herein must comply with all of the conditions of this permit, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a permit to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the permit terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. The Concessions Office will receive a notice of any written warnings or citations issued to permittees and these documents will become part of the permittee's park record.

Each violation will be evaluated according to the particular events of the incident. The Superintendent reserves the right to suspend or revoke a permit for cause at any time.

- 15. Term** - This CUA is issued for an initial term of one (1) year. Following the initial year, the National Park Service may, at its discretion, extend the term of this CUA for up to an additional year making the total term of this CUA up to two (2) years. The National Park Service may, at any time during its term, terminate this CUA or reduce the authorized services under this CUA. (see Appendix H)

Permittee Signature

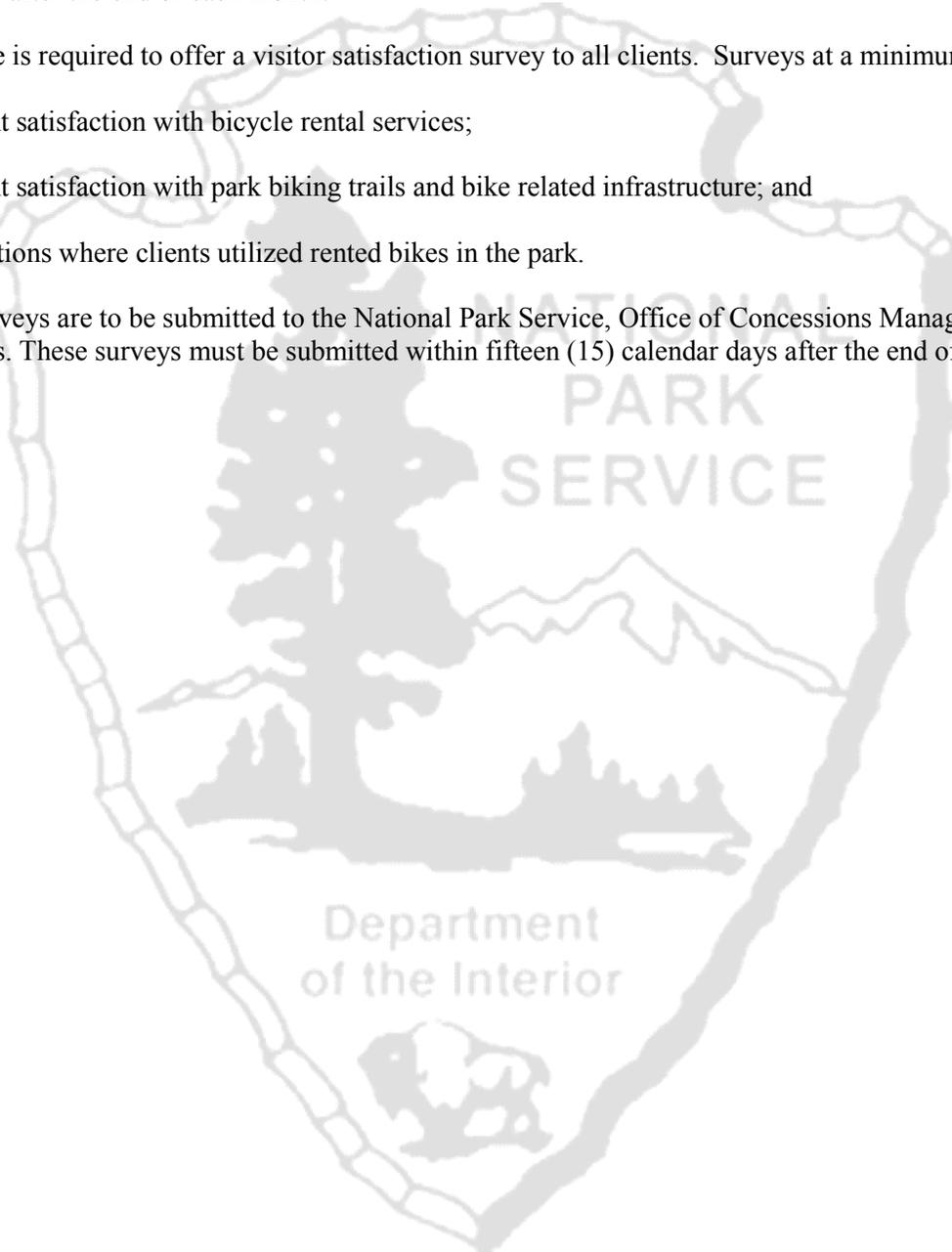
Date

**Grand Canyon National Park
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Appendix C**

ADDITIONAL REPORTING AND RECORDKEEPING REQUIREMENTS

1. Each month after the approval of this CUA, the permittee shall complete and submit to National Park Service a CUA Monthly Report in the form set out in Exhibit 1. This Report must be submitted within fifteen (15) calendar days after the end of each month.
2. The permittee is required to offer a visitor satisfaction survey to all clients. Surveys at a minimum must cover:
 - a. Client satisfaction with bicycle rental services;
 - b. Client satisfaction with park biking trails and bike related infrastructure; and
 - c. Locations where clients utilized rented bikes in the park.

Copies of surveys are to be submitted to the National Park Service, Office of Concessions Management on a monthly basis. These surveys must be submitted within fifteen (15) calendar days after the end of each month.



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Appendix D**

INSURANCE REQUIREMENTS

1. The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this permit. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
 - General Liability – The permittee shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).
 - Workers Compensation – The permittee shall obtain worker’s compensation insurance for eligible workers as required and described by Arizona State law.
 - Land Transportation – The permittee shall obtain automobile liability insurance for any owned, hired, and non-owned vehicles used by the permittee in connection with carrying out activities and operations under this authorization in at least the amount of one million dollars (\$1,000,000); provided, however, in the event the limit required by the State of Arizona is higher than the limit listed above, the permittee will provide the higher level of coverage.

The permittee shall provide the Superintendent a Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the permittee’s insurance program hereunder.

This insurance shall name the United States of America (National Park Service, Grand Canyon National Park, 1 Village Loop, Grand Canyon, Arizona 86023) as an additional insured.

2. The permittee shall carry proof of vehicle registration and automotive liability insurance at all times while operating within Grand Canyon National Park
3. Liability Insurance Lapse or Cancellation – Upon notification that the permittee’s workman’s compensation, transportation or general liability insurance has lapsed or cancelled for any reason, the permit to operate in the park shall be suspended until new insurance is in place.
4. Coverage provided by insurance companies must meet the following minimum requirements:
 - a. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition).
 - b. All insurers for all coverages 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).
 - c. All insurers must be admitted (licensed) in the State in which the entity is domiciled.
5. The name on the certificate of insurance must match the permittee’s business name, including any names used as a d/b/a (“doing business as”).
6. The permittee may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement. The CUA Holder may request that a park visitor sign an acknowledgement of risk form. If permittee intends on using an acknowledgement of risk form, the form will be submitted to the Concessions Management Office for approval by the Superintendent prior to use.

**Grand Canyon National Park
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Appendix E**

FEES

1. The following fees are in effect at Grand Canyon National Park for the Bicycle Rental Operations CUA:
 - Application Fee: \$150.00
 - Administrative Fee (*i.e.* Cost Recovery) for permit: \$525.00
 - Management/Monitoring Fee (*i.e.* Facility Use Fee) for initial 12 month permit: \$2200.00
2. The Application Fee must be submitted at the time of application for the CUA.
3. The Administrative Fee and Management/Monitoring Fee are due upon selection of permittee and must be submitted no later than 30 working days after the CUA is issued by the National Park Service. Failure to pay the required fees will render the CUA for Bicycle Rental Operations application null and void.
4. If the National Park Service extends the term of the CUA for any length of time following the initial 12 month period, an additional Management/Monitoring Fee will be due. The National Park Service may reevaluate the fee at the end of the first year of operations and may update the fee to reflect changes in the costs associated with CUA management and monitoring. This fee will be due no later than 30 working days after the CUA is extended. Failure to pay the required fee will render the CUA for Bicycle Rental Operations null and void.
5. Fees may be paid by cashier's check, certified checks or money orders and should include the applicant's employer identification number and be made payable to the National Park Service. Credit cards are also accepted. Please provide card holder's name, card number, expiration date, security code, and address associated with the credit card for all credit card payments.

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Appendix F**

RATES

1. All rates charged to the public by the permittee for commercial services authorized by this CUA shall be reasonable and appropriate for the type and quality of services required or authorized under the CUA. All rates must be approved by the National Park Service in advance.

**Grand Canyon National Park
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Appendix G**

OPERATING PLAN

1. The permittee must comply with the Operating Plan covering all commercial services authorized by this CUA. The Operating Plan must be prepared by the permittee and approved in writing by the National Park Service prior to the start of any operations under the CUA. Any modifications or revisions to the Operating Plan will become effective only if approved in writing by the National Park Service. The approved Operating Plan will be considered part of this CUA, although it need not be attached to each copy of the CUA.



**Grand Canyon National Park
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Appendix H**

USE LIMITS AND POSSIBLE MODIFICATION OF CUA

1. Periodically throughout the terms of the CUA the National Park Service will evaluate the impacts and effectiveness of the Bike Rental Operation, including whether the authorized commercial service is meeting visitor needs and park management objectives and whether the operation has adversely affected park resources. Impacts considered to be adverse could include (among other things) large numbers of abandoned bicycles throughout the park, a substantial increase in conflicts between vehicle and bicycle or bicycle and pedestrian, a substantial increase in injuries resulting directly from the Bike Rental Operation, or damage to natural resources due to the inappropriate use of bicycles.

Based on the evaluations, at any time during the term of the CUA, the National Park Service may adjust the level and conditions of the authorized service considering such factors as the impact to park resources, visitor use demands, safety concerns and other management objectives. **The National Park Service may temporarily or permanently suspend the authorized activity at anytime during the term of the CUA.**

Following the expiration of this initial CUA the National Park Service may choose to manage in-park bicycle rental in one of the following ways: (1) issue another similar competitive CUA for bicycle rental operations with a term of one or two years; (2) issue a competitive concession contract for bicycle rental operations with a term of ten years; (3) combine bicycle rental operations with other visitor services under a concession contract; or (4) discontinue bicycle rental operations.

The National Park Service will consider management objectives and operational data collected under this CUA to determine the how in-park bicycle rental operations will be managed in the future.

The successful permittee will not have a preference or non-competitive right to renew or compete for a new opportunity following the expiration of the initial CUA.