

**EXHIBIT A
OPERATING PLAN**

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1) Introduction

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

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

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience to operate the assigned Concession Facilities and required and, if applicable, authorized services within the Area;
 - (b) Employs a staff with the expertise and training to operate all services required and, if applicable, authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the general manager, the Concessioner must designate an acting on-site general manager.

B) Grand Canyon National Park

The Superintendent of the Area is responsible for oversight of all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services and products;
- (3) Review and approval of changes to services, advertisements, and other items outlined in the operating and maintenance plans; and
- (4) Review and approval of repair and maintenance plans, and all improvements or changes to Concession Facilities.

3) General Operating Standards and Requirements

A) Scope and Quality of Service

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as defined by the Service, and as they are updated. The Service has provided the operating standards applicable to this Contract, as well as annual overall rating guides, on the [Concessioner Tools section of the Commercial Services website](#).

B) Schedule of Operation

- (1) The Concessioner will provide the required and authorized services for Area visitors as follows.

| Service | Required Operating Season | Authorized Operating Season | Minimum Hours (during the required operating season) |
|--|---|---|--|
| Bicycle Rental (Required) | Seasonal - approximately April 1 – October 31 | Approximately November 1 – March 30, weather permitting | 8am – 5pm Daily |
| Guided Bicycle Tours (Required) | Seasonal - approximately April 1 – October 31 | Approximately November 1 – March 30, weather permitting | 8am – 5pm Daily |
| Shuttle Service for Clients (Required) | Seasonal - approximately April 1 – October 31 | Approximately November 1 – March 30, weather permitting | 8am – 5pm Daily |
| Food and Beverage (Required) | Year-round | N/A | 8am – 5pm Daily |
| Limited Retail (Required) | Year-round | N/A | 8am – 5pm Daily |
| Mobility Aid Rental (Required) | Year-round | N/A | 8am – 5pm Daily |

- (1) The Concessioner must submit its schedule for the required and authorized services for the following year to the Service for review and approval by **November 1st annually**.
- (2) The Concessioner must provide 60 days notification of any changes to its established transportation schedule and routes to the Service before implementation.
- (3) The Concessioner must submit any change to its schedule, menu, or level of service for Service approval at least thirty days prior to proposed implementation.
- (4) The Concessioner's schedule of operation will remain in effect unless the Superintendent approves a change in writing.

C) Rate Determination and Approval Process

- (1) *Rate Determination*. All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using the methodologies set out below, unless and until it determines a different method. All rates and charges are subject to Service approval. As used in this Operating Plan, each of the specified methodologies has the meaning set out in the National Park Service Concession Management Rate Administration Guide (2017) ("[Rate Administration Guide](#)"), (a copy which can be obtained by contacting the Service or on the [Commercial Services website](#)), as it may be amended, supplemented, or superseded throughout the term of this Operating Plan. The currently approved rate method is comparability for all required and authorized services except for the following:
 - (a) Food and beverage:
 - Prepackaged items, including sandwiches, salads, beverages, single serving items such as bagged chips & candy bars—convenience mark-up method and/or direct comparability.
 - In the event that an item does not neatly fall into either of the above categories, the Service will determine the appropriate rate administration category to use with input from the Concessioner.
 - (b) Limited Retail. Rates may be covered under competitive market declaration.
 - (c) Bicycle Repair (Authorized). Rates may be covered under competitive market declaration.
- (2) *Request Submittal for Annual Rate Changes*
 - (a) The Concessioner must submit annual requests for rate changes no later than **November 1st annually**.

- (b) The Concessioner must include with its written request comparability data to support proposed rate increases; however, the final determination lies with the Service.
 - (c) Rate requests must include pertinent information about the rate, product, or service proposed. This includes but is not limited to brand names, portions, amenities provided, etc.
 - (d) If the Concessioner does not submit the necessary information with its rate request, the Service may return it to the Concessioner for completion.
 - (e) The Concessioner must include with its rate request an Excel spreadsheet that includes the base rate request, and the proposed posted rate. This will allow the Service to analyze the rates quickly, and also ensure that the final posted rates are correct.
- (3) *Rate Review Timing.* The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 60 days of the rate request submittal. If a longer response period is needed, the Service will inform the Concessioner of the altered response date. All rate increase requests must be made in accordance with the Rate Administration Guide and provide information to substantiate the requested rate in sufficient detail for the Service to replicate results using the applicable methodology specified in the Rate Administration Guide.
- (4) *Approved Rate Posting.* The Concessioner must make approved rates for goods and services available to visitors.
- (5) *Rate Compliance*
- (a) The Service checks rate compliance during periodic operational evaluations and throughout the year.
 - (b) The Concessioner is responsible for ensuring no published rates exceed the maximum rate approved by the Service. Rate compliance includes, but is not limited to, concessioner website, concessioner telephone reservations system, and third-party booking agents and intermediaries (e.g., Expedia, Travelocity, Orbitz).
 - (c) *Approved Rate Effective Period.* Approved rates must remain in effect until superseded by changes approved in writing by the Service.
 - (d) *Advance Rate Approvals.* The Concessioner may advertise and charge a higher advance rate for its upcoming season prior to completion of formal rate approvals in accordance with the Service's Rate Administration Guide.
 - (e) *Reduced Rates for Federal Government Employees.*
 - Federal employees on official business and others on Area-related business, as designated by the Superintendent, may receive reduced rates (i.e., complimentary or reduced price tickets). Reduced rates may only be given if extra rental equipment or tour slots are available and may not take the place of a paying customer.
 - Other goods and services may not be provided to federal government employees or their families without charge or at reduced rates unless they are equally available to the general public.
 - The Concessioner must develop a program to provide reduced rates for local (Grand Canyon School) school group tours and submit its proposed program for Service approval prior to implementation.

D) Purchasing

- (1) *Competitive Purchasing.* The Concessioner may purchase products from an entity operated or owned by the Concessioner or its affiliates, provided the product is comparable in quality and price to similar products from other sources.
- (2) *Discounts.* The Concessioner, when feasible, must take advantage of all available trade, cash, and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner must pass these savings through to the consumer.
- (3) *Environmentally Friendly Products.* The Concessioner must purchase and use environmentally friendly products whenever available and feasible.

- (4) *Prompt Payment.* The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees, or others.
- (5) *Local Purchasing.* The Service encourages sourcing and purchasing of local products, where feasible.

E) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner by March 1 an Annual Overall Rating Report based upon the Service's evaluation for the preceding calendar year. The annual overall rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, Environmental Management Program Evaluation Report, and Asset Management Program Evaluation Report.
 - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of general liability, automobile, and workers compensation insurance.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) Public Health Program Evaluation. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.
 - (d) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.

- (e) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with Service risk management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (f) Asset Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program. The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service Policy and standards, and Applicable Law.
- (4) *Other Audits or Inspections*
- (a) Visitor Comments. The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, Service standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
- The Concessioner must investigate and make an initial response to any complaint within 48 hours. Within five days the Concessioner must provide the Service a copy of its response to any complaint.
 - Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
 - The Concessioner must provide the Service with a monthly and annual electronic report (Contract Monitoring Report) of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly Contract Monitoring Report is **due by the 15th of the month following receipt**, and the annual Contract Monitoring Report is due **120 days after the last day of the Concessioner's fiscal year**. The Concessioner must provide individual comments upon request.
 - The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
 - The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service's program when it is available.
- (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental best management practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.

- (d) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
- (e) Other Inspections. The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when the Service otherwise deems necessary.

F) General Policies

- (1) *Facilities Use*. The Concessioner may use Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless it receives prior written permission from the Service for other activities and services. The Concessioner may request written approval to utilize non-permanent storage facilities such as (but not limited to) trailers, Conex boxes, and temporary shelters. This approval will specify location(s) for placement within the Concessioner's land assignment and must be received before any units are brought into the Area. The Concessioner must also seek written approval for any non-permanent storage facilities remaining onsite from the previous concession contract.
- (2) *External Regulatory Agencies*. The Concessioner must submit to the Service any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies as soon as possible, but not later than ten days of receipt by the Concessioner. External regulatory agencies are any agencies having authority over any facet of the Concessioner's operations or facilities in the Area. These agencies include, but are not limited to, the Arizona Department of Environmental Quality, the Arizona Department of Transportation, the U.S. Occupational Safety and Health Administration, the U.S. Department of Labor, and Coconino County.
- (3) *Firearms and Weapons*
 - (a) On-duty employees must not possess or use weapons or firearms. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner with a thorough explanation of the basis of the request. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
 - (b) **Within 60 days following the effective date of the Contract**, the Concessioner must develop and provide to the Service its policies concerning firearms within Concession Facilities, including both guest and employee areas, and regarding the possession of firearms by off-duty personnel living in employee housing. The Concessioner may make employment conditional on compliance with its policy to prohibit firearms in shared quarters, dorms, or other Concession Facilities.
- (4) *Smoke Free Policy*. Smoking is prohibited in all Concessions Facilities. The Concessioner must prohibit smoking within a 25-foot radius of exterior entries and windows. The Concessioner must post notices in all public buildings as necessary.
- (5) *Quiet Hours*. The Concessioner must enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities, including employee housing areas.
- (6) *Reservations*
 - (a) The Concessioner must provide its reservations services, at a minimum, via toll-free telephone, mail, internet, and walk-up.
 - (b) The Concessioner must use a central computerized online reservation system capable of accommodating numerous simultaneous bookings without system overloads for all services for which the Concessioner offers reservations.
 - (c) The Concessioner may not pose any restrictions or requirements on the ability for visitors to create a reservation including requiring log-ins, creating usernames, or joining clubs or list-servs.
 - (d) Website format. The Concessioner's reservation process must use the following steps: Select Dates, Select Services, Payment Details, and Confirm Reservation. Under no circumstance

should the visitor have to enter credit card or personal information before seeing rental and/or tour availability and pricing.

- (e) Reservation pages on the website must include the following:
- Rates
 - Availability calendar allowing customer to see available dates before selecting.
- (f) All reservation personnel must have specific knowledge of and be able to communicate professionally about the services and facilities available under the Contract, as well as a familiarity with the Area and general familiarity about other services available in the region.
- (g) The Concessioner will accept private and commercial reservations on a 13-month forward rolling basis.
- (h) The Concessioner must provide the Service of the name and contact information for its contact/lead person responsible for the reservation system.
- (i) The Concessioner must attempt to resolve reservation complaints and problems in-person at its assigned facility when the issue first arises. The Concessioner, as part of its initial rate proposal, must develop a quality assurance and quality control plan for responding to any complaints about the reservation process.
- (j) Deposits, Cancellations and Refunds.
- The Concessioner will submit its deposit requirements and cancellation and refund policy as part of the rate approval process. The Concessioner will include these policies in all proposed brochures and reservation confirmations.
 - The Concessioner may require a deposit to hold a reservation.
 - The Concessioner will process refunds within two weeks of cancellation.
 - ◆ **Bicycle Tour Bookings.** The Concessioner will submit for Service approval its policy on tour bookings **60 days prior** to any change. The policy will include how the Concessioner balances tour bookings and bookings for the general public.
 - ◆ **Bookings for Packages with other Concessioners.** The Concessioner may work with other Concessioners to provide tour and lodging packages.
 - ◆ **Booking for Packages with other Commercial Use Authorization (CUA) holders.** The Concessioner may work with CUA holders to provide rentals or tour packages. The Concessioner will document within the reservation, the CUA authorization number provided by the CUA holder. [i.e., CUA GRCA 5600 XXXX]. The Concessioner must provide to the Service an annual report of CUA packages **by January 30 for the previous calendar year** with the CUA number(s) and the number of rentals for each CUA holder.
- (7) *Accepted Forms of Payment*
- (a) The Concessioner must accept, at a minimum, U.S. Dollar currency (for in-person transactions), American Express, MasterCard, Visa, and Discover credit cards, and debit cards.
- (b) The Concessioner must also accept money orders and traveler's checks.
- (8) *Lost and Found.* The Concessioner, at its own expense, must develop a plan for handling lost and found or unattended property in the Concession Facilities and present it to the Service for review and approval within **90 days following the effective date of the Contract**. The Concessioner must submit all changes to the plan to the Service for review and approval prior to implementation.
- (a) The Concessioner must work closely with the Area's Lost and Found Office when handling lost, found, or unattended property in Concession Facilities.
- (b) The Concessioner will assist any visitor who has lost property by providing phone numbers for the following Lost and Found Offices, as well as the phone number for its own lost and found office:

Grand Canyon National Park Lost & Found Office: 928-638-7798
CC-GRCA001-16 South Rim Concessioner: 928-638-2631
CC-GRCA003-15 South Rim Concessioner: 928-638-2262

- (c) The Concessioner must instruct persons who find items outside of the Concession Facilities to take such items to the Visitor Center.
 - (d) For found items within the Concession Facilities, the Concessioner must at a minimum tag the item with an item description, date found, and location found. The Concessioner may hold the item but must transfer it to the South Rim Administrative offices within the time as described in its lost and found plan.
 - (e) The Concessioner must immediately notify the Area's Lost and Found Office (928-638-7798) of the receipt of any ID's, passports, credit cards, cash, wallets, purses, and portable electronic equipment. These items must be transferred to the South Rim Administrative offices within a short time as described in its lost and found plan approved by the Service.
 - (f) Items not claimed by the owner within 60 days are considered abandoned to the United States and may be disposed of in accordance with 41 C.F.R. part 101-48. Current regulations do not permit the return of found items to finders.
 - (g) Abandoned Property. As part of its lost and found plan, the Concessioner must develop procedures for disposal of property abandoned by Concession employees.
- (9) *Internet Access*. As a courtesy to customers, as is typical in similar operations in the private sector, the Concessioner will provide free wireless internet access to its customers as internet service becomes available.
- (10) *Employee Housing*
- (a) The Concessioner may provide housing for its employees. If housing is provided, the Concessioner must provide a housing program for its employees. The Service recognizes the Concessioner may not be able to house all of its personnel within the Area but will not authorize construction of additional permanent housing facilities in the Area.
 - (b) Employee Housing Standards. Commercial Services Standards for Employee Housing (10-EHO) apply to this Contract. The Standards can be found on the [National Park Service Commercial Services website](#).
 - Exclusions (standards that do not apply) to 10-EHO for this Contract include the following:
 - Standard #17, Ice/Vending is not applicable.
 - Standards 50-53, Towels, Towel Hooks, Soap/Shampoo, Toilet Tissue are not applicable.
 - Standard #55, Public Laundry is not applicable.
 - Standard #57, Accessibility, is not applicable.
 - Standard #60, Internet, is not required under this Contract.
 - The Service requires the following additions to Employee Housing standards:
 - The Concessioner will manage its housing rental account on a cost-recovery basis, and not as a profit center. The Concessioner will ensure that employees' rental charges do not exceed earnings as a result of any mandatory reduction in work.
 - The Concessioner will adequately furnish employee rooms to accommodate the number of assigned occupants.
 - The Concessioner will inform its employees of Service regulations and policies through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.

- Employees may not perform vehicle maintenance activities within the Area other than standard daily vehicle inspections and minor servicing such as adding window washer fluid.
- The Concessioner will provide adequate cooking and food storage facilities in its employee housing. Food storage facilities will be vermin-proof. The Concessioner will implement preventive measures for vector-borne illnesses such as hanta virus, plague, and tick-borne relapsing fever.
- Housing Policy. The Concessioner will review and update its housing policy as needed or requested by the Service. The Concessioner's Housing Policy will adhere to the Grand Canyon National Park Housing Policy regarding exterior appearance, activities, and yards. The Grand Canyon National Park Housing Policy may serve as a model for the development of other portions of the Concessioner's Housing Policy as well.
- The Concessioner must provide bicycles for its employees who are housed within the Park to use and must encourage them to use alternative transportation between housing and the workplace.
- At a minimum of once a month, the Concessioner must offer transportation for its employees to and from Flagstaff, Arizona.

(11) *Vehicles*

- (a) Signage. The Concessioner must identify its vehicles with its name and logo.
- (b) Applicable Laws. All vehicles used by the Concessioner, as well as vehicles belonging to the Concessioner's employees, must be properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
- (c) Reduction of Fossil Fuels. The Concessioner must develop and implement a plan to minimize use of fossil fuels for its daily activities and present this plan to the Service for review and approval during or prior to the first year of the Contract.
- (d) Parking. The Concessioner must prohibit its employees from parking personal vehicles in proximity to the main entrances of public Concession Facilities or in areas that might adversely impact vegetation. During the winter, the Concessioner must ensure parked vehicles do not interfere with plowing activities.
- (e) Entrance Passes for Automobiles. Concession employees requiring an automobile entrance pass must contact the South Rim Administrative Office to obtain one.
- (f) Vehicle Washing. The Concessioner must submit a plan to the Service **within 120 days of Contract effective date** for washing Concessioner-owned vehicles within the Area that ensures water conservation measures.

(12) *Transportation Safety*

- (a) Drivers must have the appropriate license for the type and size of vehicle driven.
- (b) Concessioner-operated vehicles must not exceed their passenger capacities under any circumstances.
- (c) All cell phone use is prohibited in Concessioner vehicles while in motion, unless they can be operated in a hands-free operation mode.
- (d) The Concessioner and its vendors must adhere to Arizona DOT road weight restrictions and obtain permit(s) as applicable.
- (e) *Speed Limits*. The Concessioner must ensure that its employees obey posted speed limits within the Area when acting within the scope of their employment.

(13) *Deliveries*. Delivery vehicles and delivery times at all Concession Facilities must not interfere with business operations during peak visitor times of day or within established quiet hours. Deliveries must utilize non-public areas to the extent possible.

(14) *Interactions with Wildlife*. The Service prohibits feeding and harassing of wildlife within all units of the National Park System.

- (a) The Concessioner must control and contain food and liquid supplies, laundry, waste containers, and storage areas within Concession Facilities to avoid attracting wildlife and pests.
- (b) The Concessioner must develop and display signs that discourage littering and feeding of wildlife and warn people of the risks associated with such activity. Signs must use symbols and pictures to convey the message.

G) Human Resource Management

- (1) *Employee Identification.* The Concessioner must issue each employee an employee photo identification card that includes, at a minimum, his or her name, an expiration date, and identifies the individual as an employee of the Concessioner. The Concessioner must collect these identification cards upon termination of employment.
- (2) *Employee Appearance and Attitude.* Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Employees in direct contact with the public must wear uniforms or standardized clothing with personal nametags that are easy to read in a variety of lighting environments. All employees must be capable of and willing to answer visitors' questions about their position with the Concessioner and general Area information.
- (3) *Employee Conduct*
 - (a) The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take all actions needed to correct fully any such situation. The Concessioner must clearly document in writing its expectation of employees.
 - (b) The Concessioner must establish and enforce acceptable standards of behavior and maintenance commensurate with a quality living environment, the health, safety, and well-being of residents, and the protection of employee housing and common areas.
 - (c) The Concessioner must establish disciplinary protocols to deal with any employee whose behavior, during or outside of work hours, leads to law enforcement contacts for any violation. This protocol should include guidelines for potential removal, and guidelines for employees that are repeat offenders.
- (4) *Employee List.* The Concessioner must submit to the Superintendent a list of the names, job titles and contact information for all managers within 60 days following the effective date of the Contract and quarterly thereafter. The Concessioner must provide a list of after-hours contacts and phone numbers for emergencies and provide updates when necessary.
- (5) *Employee Qualifications.* All employees must understand the requirements and procedures of their jobs as well as specific Area regulations and the purposes for these regulations. All information provided by staff to visitors must be accurate. In addition, information presented by staff at information desks must be complete, appropriate to the audience, and related to Area themes. This basic understanding must include knowledge about the Area's purpose and significance, familiarity with the layout of the Area and key features, working knowledge of how to live and recreate in the Area environment appropriately, and Service regulations.
- (6) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire enough employees to ensure high-quality visitor services and facility maintenance throughout the entire season, as well as meeting off-season facility maintenance needs.
 - (b) Work Schedule. The Concessioner must offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.
 - (c) Hiring Policies. **Within 90 days following the effective date of the Contract,** the Concessioner must submit its drug testing, background check, and associated hiring policies for the review and approval of the Superintendent. If the Concessioner amends these

- policies substantively, it must submit the amendment for the review and approval of the Superintendent.
- (d) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner must provide educational programs for its employees to deter drug and alcohol abuse.
- The Concessioner must establish an appropriate employee drug-testing program. Method of and substances included in the screening must conform to general practices followed within similar businesses.
 - The Concessioner must require any employee in a safety-sensitive position, such as a passenger vehicle operator, to participate, as appropriate, in pre-employment and random drug testing.
 - Positive drug tests must result in immediate removal from any safety-sensitive position.
 - The Concessioner **must provide the Service with a written summary of its drug testing activity twice yearly: June 30th and October 30th.**
- (e) Harassment Free Work Environment. The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace, procedures for addressing complaints, and conduct educational program(s) for its employees to deter sexual harassment and a hostile workplace environment.
- (f) Employee assistance program. **By November 1 and updated annually**, the Concessioner must provide to the Service for review and approval a plan of how the Concessioner will provide support to permanent and seasonal employees for a variety of potential issues, including but not limited to alcohol and drug abuse, domestic violence, and other issues.
- (g) Background Checks. The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (h) Employment of Service Employees or their Family Members
- The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service, as found in an Attachment A-1 to this Operating Plan. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
 - The Concessioner may not employ in any status the following, their spouses, or dependent children of the: Superintendent, Deputy Superintendent, Commercial Services staff, Risk Management Officer, or Public Health Service Consultant.
- (i) Transportation of Employees in Certain Circumstances. The Concessioner must develop and submit to the Service **within 90 days of effective date of the Contract** a written policy that describes how the Concessioner will transport out of the Area, and to public transportation, any Concessioner employee (along with their personal property) who has been terminated. The policy must also describe how the Concessioner will transport employees to and from a medical facility.
- (7) Training. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and refresher training as required.

- (a) Service Operational Performance Program. The Concessioner must orient its employees, especially managers, to the Concessioner Review Program and other Service evaluation, oversight, and rate programs, emphasizing the operational review program to managers on an annual basis. The Concessioner may request Service assistance.
- (b) Job Training. Training must include the following in addition to job-specific skills:
- Customer Service. The Concessioner must provide customer service and hospitality training for all employees.
 - Resource and Informational Training. The Concessioner must develop and provide training for all employees who provide resource management and safety information, such as front desk, guides, or shuttle drivers, so that they can provide accurate information to Area visitors. Training must emphasize not feeding wildlife and how to enjoy a visit to the Area safely, as well as how to communicate such concepts to the public.
 - Service Informational and Interpretive Skills Training. The Service may provide skills training for concession employees who provide interpretation, information, or safety orientation to visitors. If provided, the Concessioner must require such staff to attend this training.
 - Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive services, such as guides and shuttle drivers. The Concessioner must provide sufficient training to enable staff to develop and present interpretive programs consistent with Service standards. The Service recommends standards such as those available on the [proValens Learning website](#) or other similar services.
 - Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the Food Code as published by the U.S. Food and Drug Administration, as well as the Concessioner's own Food Safety Program.
 - Safety Training. The Concessioner must train its employees regarding safety according to the training requirements in its Risk Management Plan.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
 - Maintenance Training. The Concessioner must provide periodic skills training for its maintenance staff. Topics must be appropriate to the activities of the staff, and must include at a minimum:
 - current construction codes
 - hazardous materials handling
 - new techniques and technologies
 - Guide Training. The Concessioner must provide training about general park information and natural resources to its tour guides.
- (c) Orientation to the Area. The Concessioner must provide orientation and training for its employees regarding living or working in the Area.
- The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area. The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation, and Area specific information regarding the Service's "Emergency Procedure Handbook." This must include information on hazards employees may encounter on their time off.
 - The Concessioner must emphasize to its employees that the Service prohibits feeding wildlife.

- The Concessioner's employee orientation program must be on-going, allowing employees to become experts on many aspects of the Area beyond orientation or specific job operations. Examples of topics to address include hiking information, including routes and safety; other facilities and services available in addition to those of the Concessioner; geology, flora, and fauna; and history of the Area.
 - The Concessioner may request Service staff to present certain topics of interest.
- (d) Manuals. To support its training program, the Concessioner must develop written training materials for its employees. Within 90 days of the effective date of the Contract, the Concessioner must submit these materials for Superintendent review and comment.
- (e) Employee Handbook. The Concessioner must provide all employees with a copy of its employee handbook, which specifically identifies the policies and regulations of the Concessioner and the Service. Along with its other training manuals, the **Concessioner must provide an electronic copy of its draft employee handbook to the Service within 60 days following the effective date of the Contract**, for review prior to distribution to employees to ensure consistency with all Service rules and regulations. When the Concessioner updates the handbook, it must provide the Service with an electronic copy (including highlighted modifications) for a 45 working day review.
- (8) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.
- (9) *Volunteers in the Park (VIP) Program*. Employees may participate in the Service's Volunteers in Parks (VIP) program. Visit [the program's website](#) for more information.
- (10) *Employee Vehicles*. Concessioner employees must wash all their vehicles outside the Area. If any "spot" washing is done within the Area, employees must use a bucket and sponge, not a hose.

H) Risk Management (Safety)

- (1) The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Plan in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. **The Concessioner must submit its Risk Management Plan for Service acceptance within 120 days following the effective date of the Contract. The Concessioner must update the plan annually thereafter by December 31 of each year and submit it to the Service for review.** The program must address, at a minimum, the Risk Management Program Standards, a copy of which can be found on the [Concessioner Tools section of the Commercial Services website](#).
- (2) *Employee Accident/Injury Analysis*. The Concessioner must provide the Service with an annual summary listing injury/accident types and employee lost days. The summary must include additional information as required by the Service. The summary must compare the present year to the same data from the previous year. This report is due by January 5th each year.
- (3) *Illness and Infestation Prevention and Response*. The Concessioner must include in its risk management plan its inspection, prevention, and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses, or pest infestations. The Concessioner must include appropriate elements of these inspection, prevention, and response procedures in its housekeeping, housing management, and facility maintenance procedures. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, hantavirus, West Nile virus, influenza, Rocky Mountain spotted fever, tick-borne relapsing fever, and COVID-19.
- (4) *Emergency Action Plan*

- (a) As part of its Risk Management Program, the Concessioner must include in its "Emergency Action Plan" the steps it will take in the event of an emergency, including but not limited to specific plans for floods, structural fires, and wildland fires. The plan must support and supplement the Service's "Emergency Procedure Handbook." The Plan must include the Concessioner's procedures for:
- notifying visitors using its facilities of an Area closure and mandatory evacuation;
 - notifying management, staff and employees of an Area closure and mandatory evacuation;
 - providing transportation and other assistance needs for guests, visitors and employees;
 - securing Concession Facilities and property;
 - providing timely information on the progress and status of its evacuation efforts; and
 - employee notification process for returning to the Area post-evacuation.
- (b) The Plan must also include lists of:
- Specific contact personnel responsible for implementing and supervising the Concessioner's evacuation efforts; and
 - Any personnel required to remain within the evacuated area, and specific reasons for this need.
- (c) Emergency Evacuation Plans. The Concessioner must develop and maintain written Emergency Evacuation and Fire Prevention Plans in accordance with Applicable Laws and the National Fire Prevention Act 101. The Concessioner must train staff on the execution of the plan. The Concessioner must post a fire or emergency exit plan in each of its buildings.
- (5) *Emergency Response to Hazardous Materials Spills*
- (a) The Concessioner must provide plans and procedures, equipment, and training to employees to respond effectively to any releases of hazardous substances, including stopping, containing, and cleaning up the release in accordance with Applicable Laws. These must include, as appropriate, a section in its Emergency Action Plan, an Emergency Response Plan, and a Spill Prevention Control and Countermeasure Plan. **Within 90 days following the effective date** of the Contract, the Concessioner must provide these plans to the Service for review for consistency and integration with Service emergency response plans.
- (b) The Concessioner must provide training and emergency response equipment as appropriate and must maintain equipment in good condition.
- (6) *Visitor's Acknowledgement of Risk*
- (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
- (a) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as Attachment A-4 to this Operating Plan.
- (b) The Concessioner must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, **within 60 days of the Contract effective date** and at least 30 days in advance of implementing any proposed changes in the form.

I) Utilities

Additional information regarding utilities is provided in Exhibit H, Maintenance Plan.

- (1) Concessioner
- (a) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.

- (b) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, phone, internet, and propane. The Concessioner must provide prompt payment for these services.
- (2) *Service Provided Utilities*
- (a) The Service provides water, wastewater, and solid waste disposal services. The Service charges for these services in accordance with current regulations and policies.
- (b) The Service reviews its operating costs for utility systems and services annually in line with DO 35B and notifies the Concessioner in writing of the rates 90 days prior to implementation of any change. The Service will base its rates on the preceding fiscal year's actual cost.
- (c) The Service may cease to provide a particular utility service if such service is commercially available and the Service decides to switch to a commercial utility.

J) Protection and Security

- (1) *General*. The Concessioner must manage its facilities and employees to minimize the potential for conflicts to escalate and limit the need to involve Service law enforcement personnel in minor situations. The Concessioner must contact the Service Communication Center when it believes a law has been violated.
- (2) *Concessioner*
- (a) Management Responsibilities. The Concessioner must properly manage all cash, merchandise, and equipment, in a manner that minimizes the risk of theft. The Concessioner must protect customers' financial and personal identity information from unauthorized use. Management practices could include safes, alarms, video surveillance, proper cash handling and auditing procedures.
- (b) Reporting of Criminal Violations. The Concessioner must implement standard operating procedures that report to the Service Communication Center any suspected or known criminal violations. The Concessioner must report incidents, including, but not limited to, property damage, possession of drugs and drug paraphernalia, minors in possession of alcohol, vandalism, and other violations of law.
- (3) *Service*
- (a) Authority. The Service has concurrent jurisdiction with Coconino County within the Area, including law enforcement, search and rescue, emergency medical services, wildland fire, and structural fire response.
- (b) The Service provides resource, employee, and visitor protection. The Service may conduct law enforcement patrols within the Concession Facilities.
- (c) The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner security personnel.
- (d) The Service handles violations of federal, state, and county laws.
- (e) County deputies may handle the serving or execution of civil process.
- (4) *Fire Protection*
- (a) Fire prevention, protection, and suppression are primary considerations at all facilities.
- (b) Service. The Service provides emergency response fire protection services within the Area. The Service provides management of all wildland fires in the Area.
- (c) Concessioner
- General. The Concessioner is responsible for fire prevention and protection within its assigned Concession Facilities, as outlined in the Maintenance Plan, with assistance from the Service.
 - Facilities. Concession Facilities, including support equipment therein such as fire escapes and exits, must meet or exceed the requirements of the latest versions of Director's Order (DO)/Reference Manual (RM)-58, International Fire Code (IFC) and National Fire

- Protection Association (NFPA) codes and standards, as adopted by the State of Arizona, unless the Superintendent approves a specific variance in writing.
- At all times, the Concessioner must maintain in good operating condition its fire detection, initiating, alarm and notification systems and equipment, and its fixed and portable fire suppression systems and equipment. Specific requirements for testing and reporting are outlined in Exhibit E, Maintenance Plan.
- (d) Fire Prevention Program. The Concessioner must implement a fire prevention program to conduct all operations and maintain the Concession Facilities in a manner that minimizes the risk of fire.
- The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws for review by the Service, **within 90 days of the effective date of the Contract**, and thereafter as revised.
 - The Concessioner must employ a “no tolerance” policy and immediately discipline any employee found to have tampered with smoke or heat detectors, fire suppression systems, or fire extinguishers.
 - The Concessioner must respond to all fire system alarms in the Concession Facilities and cooperate with the Service in providing security if instances of vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur.
 - The Concessioner must test its battery-powered fire alarms, egress lighting, and smoke detectors monthly and replace batteries at least annually.
 - The Concessioner must ensure that appropriately trained employees are available 24 hours a day, 7 days a week to respond to alarms and fires at Concession Facilities. This may be security personnel. Training must include use of fire extinguishers, evacuation procedures, and radios to report to the Service Communication Center. The Service’s Fire Chief must approve the format used for reporting.
- (e) Post Fire Alarm Reporting
- The Concessioner must analyze multiple alarm events at a specific location. The Concessioner must develop and implement solutions to mitigate these events.
 - The Concessioner must report any alarm system that has more than three unfounded activations in a 24-hour period to the Service’s Fire Chief via email within one working day. The Concessioner must also report the incident via email to the Service Concession Specialist contact.
 - **By January 10th of each year**, the Concessioner must report to the Service information regarding the previous year’s fire alarms and their disposition. This report must break the alarm activity down by type, location, cause, and response time.
- (f) Fire Drills and Joint Training. The Concessioner must periodically conduct fire drills to ensure competency of all personnel with specific fire protection and emergency situation duties and responsibilities, in cooperation with the Service’s Structural Fire Department. The Service’s Fire Chief and Concessioner will jointly determine the types and frequency of such training per the Grand Canyon Structural Fire Management Plan.
- (5) *Emergency Medical Care*
- (a) The Service provides Emergency Medical Services (EMS) to all individuals residing within or visiting the Area. Concession employees respond as Good Samaritans only, including deployment of AEDs. Concession employees may assist at an emergency scene only at the direction of Service EMS Care Providers present. The Concessioner may only provide urgent treatment and transport for on-duty Concessioner employees who decline or refuse EMS.
- (6) *Communication Center and Radio Communication Procedures for Emergencies*
- (a) The Concessioner must train all of its employees to use proper emergency reporting procedures and to provide essential information, e.g., a call back number at their location.

The Service Communication Center will dispatch rangers and emergency personnel as appropriate.

- (b) The Concessioner must report all emergencies reported within the Area to 911. The Concessioner's switchboard operators must immediately transfer any call requesting a 911-type emergency, medical assistance, or medical advice to the Service Communication Center, regardless of request type or perceived severity, and must not conduct an interview of the caller. The Service will determine the appropriate response level.
- (c) The Concessioner must develop its own procedures for non-emergency on-the-job injuries occurring to its employees and report such injuries to the Service as described in the reporting section.
- (d) Automated External Defibrillator. The Concessioner must provide and maintain automated external defibrillators (AEDs) in the bicycle rental building.
- (e) *Training*. Concessioner security personnel must maintain CPR and First Responder certification. The Concessioner must ensure its front desk employees and shuttle drivers are trained in CPR and AED use.
- (f) *Visitor Transportation*. The Service arranges for emergency transportation of visitors or guests to medical facilities.

K) Public Relations

(1) Required Notices

- (a) The Concessioner must prominently post the following notice at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Please address comments to:

Superintendent
Grand Canyon National Park
Post Office Box 129
Grand Canyon, AZ 86023-0129

(2) Media Inquiries

- (a) The Concessioner must notify the Area Public Information Officer of all media inquiries concerning concession operations within the Area. The Concessioner may refer such media inquiries to the Area Public Information Officer.
- (b) The Concessioner must refer all media inquiries related to operations in the Area, questions about the Area or incidents in the Area that are unrelated to the Concessioner's services to the Area Public Information Officer.

(3) Advertisements and Promotional Material

- (a) Approval. The Concessioner must submit any new or updated press releases or promotional material, including websites, radio, television, or other media, to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc. The Concessioner must contact the Service well in advance to establish specific timeframes for more complex projects.
- (b) Publications must be accurate and up to date.
- (c) The Superintendent may require the Concessioner to remove any unapproved promotional material.
- (d) Promotional material distributed within the Area must promote only services and facilities within the Area, unless the Service approves exceptions in writing.

- (4) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized

- Concessioner.” The Concessioner must comply with the guidelines for use of the Mark as provided on the [Commercial Services website](#).
- (5) The Service reviews any new signs and changes to existing signs. The Concessioner must professionally produce signage and overall must keep signage to a minimum.
 - (6) *Statements in Promotional Materials*
 - (a) Authorization. Advertisements for the Concessioner must include either the Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Canyon National Park.
 - (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.
 - (7) Social Media. Social media pages must be monitored for offensive postings or inappropriate activities; and offensive, inappropriate, or inaccurate postings must be removed immediately upon discovery or upon request from the Service.

L) Interpretive Program Plan

- (1) The Concessioner must submit to the Service a written plan for its Interpretive program within **120 days of the Contract effective date and as 60 days prior to implementing changes**. The Concessioner must incorporate it into its plan the Primary Park-wide Interpretive Themes, provided as Attachment A-2.
- (2) The Area Division of Interpretation may advise the Concessioner in the development of interpretive programs that encompass all these efforts. The Concessioner will work with the Service to ensure the accuracy, thematic content, and relevance of interpretive services.
- (3) The Concessioner will submit all interpretive publications, handouts, and passenger information to the Service for review and approval 30 days prior to use.

4) Specific Operating Standards and Requirements

The Service sets the operating standards for required and authorized services and evaluates the Concessioner’s compliance as set out in the Service standards and periodic evaluation forms available on the National Park Service Commercial Services website, <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet service standards. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Website.

A) Bicycle Rentals

- (1) *Standards*. The Service will evaluate using Recreational Equipment Rentals (10-REN). The Service will exclude the following Standards:
 - (a) Item 3. Parking – Parking is provided by the Service.
 - (b) Item 11. Vending Machines - Are not authorized under the Contract.
 - (c) Item 14. Public Restroom – Restrooms are provided by the Service nearby.
 - (d) Items 30-37. Camping Set Up Services – Are not authorized under the Contract.
- (2) The Service will evaluate Facility Standards as part of the evaluation of Bicycle Rental services.
- (3) *Additional minimum requirements*:
 - (a) Bicycles are permitted on all paved and unpaved park roads and the *Greenway Trails*. Bicycles are prohibited on all other trails, including the Rim Trail.
 - (b) Bicycle Equipment. The Concessioner will provide a minimum of 100 bicycles for rent to the public. Rental rates must include per hour, half-day and full-day rates. The Concessioner may also provide long-term rentals to clients who are spending an extended period at the Park.
 - The Concessioner may include electric bicycles (EBikes) in its fleet, and must follow the Services guidelines as to the type of EBikes the NPS allows, which is located on the

Park's website <https://www.nps.gov/grca/planyourvisit/bicycling.htm>. All Ebikes are prohibited where traditional bicycles are prohibited.

- The Concessioner will maintain a mix of traditional bicycles and Ebikes to meet market demands. The Concessioner must submit to the Service for review and approval its planned bicycle rental fleet list **within 90 days of the Contract effective date**, and when revised.
 - The Concessioner 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.
 - Equipment must include at least two tandem bicycles and two designated cycles, such as "tri"-cycles and/or bicycles with adult training wheels, in order to better accommodate disabled visitors.
 - A maximum of 100 bicycles may be on the land assignment during the off-season. This includes rentals, tour bikes, and any on-site winterized bikes. Any additional bicycles over 100 must be stored out of the Area in the winter unless the Service assigns another suitable location within the Area.
 - The Concessioner may also rent backpacks and strollers with Service approval.
- (c) The Concessioner must retrieve all abandoned rental equipment, within in 24 hours of abandonment, from all locations within the Park.
- (d) Bicycle Maintenance. The Concessioner must maintain its bicycle fleet in accordance with manufactures' recommendations and industry standards. The Concessioner must perform necessary preventive maintenance on each bicycle between uses. The Concessioner must ensure that each bicycle is adjusted for the individual rider prior to rental.
- (e) Helmets and Safety Equipment. The Concessioner must provide helmets that, at a minimum, meet the standards required by the laws of the State of Arizona and the Arizona Consumer Product Safety Commission, to all riders. The Concessioner must also provide all other equipment as necessary to safely operate the rented bicycles, as outlined in its risk management program, including bells and vests.
- (f) Equipment Cleanliness. The Concessioner must ensure all rental equipment is clean and sanitized before each use.
- (g) Orientation.
- The Concessioner must provide each customer with an orientation to his or her bicycle and the Park. The orientation must include safe operation of the bicycle; park and concessioner emergency contact information; logistics and other information, including rider etiquette, related to riding in the park; approved biking routes and roads; possible hazards that riders may encounter; and information on resource protection.
 - The Concessioner must provide a map showing authorized routes to each customer to aid in the orientation and safe navigation of the park.
 - The Concessioner will provide printed translations of its client orientation in French, German, Italian, Spanish, Japanese and Mandarin Chinese.
 - The Concessioner will readily have available the client orientation in print form for visitors who are hearing impaired.
 - The Concessioner must provide its customers other options to return rental bicycles, including using the Park shuttle system.

B) Guided Bicycle Tours

- (1) *Standards*. The Service will evaluate using Guided Land Tours (10-GLA). The Service will exclude the following Standards:
- (a) Item 4. Parking – Parking is provided by the Service.
 - (b) Item 11. Vending Machines – Are not authorized under the Contract.

- (c) Item 16. Public Restroom – Restrooms are provided by the Service nearby.
 - (d) Item 31. Garage Bay Doors – Do not require and exhaust escape device.
 - (e) Item 32. Lifts – Assigned Facilities do not contain a vehicle lift.
 - (f) Items 68-70. Camping – Overnight Trips – Are not authorized under the Contract.
- (2) *Additional minimum requirements:*
- (a) The Concessioner will schedule at least one guided interpretive bicycle tour per day, on a schedule to be approved by the Service.
 - (b) All groups will maintain a ratio of not less than one guide for every six clients. Maximum group size is 14, including guides.
 - (c) Guide/Trip Leader Standards & Qualifications
 - All guides must possess, at minimum, current Community First Aid and CPR. More advanced first aid or medical certification is also accepted and encouraged. The Concessioner must maintain copies of these certifications on file and provide them for Service review upon request.
 - Guides must be at least 18 years of age and physically fit.
 - Guides must be able to provide accurate information regarding the Grand Canyon, its environment and other services available.
 - (d) First Aid Kit. Each tour guide will carry a basic first aid kit.
 - (e) Ranger-guided Tours. The Concessioner will assist the Service by providing information to the public about any ranger-guided bicycle tours and helping to coordinate them. The Concessioner may charge for bicycle rental for these, but not the tour rate.
 - (f) The Concessioner must provide each customer with an orientation to his or her bicycle. The orientation must include safe operation of the bicycle; park and concessioner emergency contact information; logistics and other information, including rider etiquette, related to riding in the park; and possible hazards that riders may encounter.

C) Transportation

- (1) *Standards*. The Service will evaluate using Guided Land Tours (10-GLA). The Service will exclude the following Standards:
- (a) Item 4. Parking – Parking is provided by the Service.
 - (b) Item 11. Vending Machines – Are not authorized under the Contract.
 - (c) Item 16. Public Restroom – Restrooms are provided by the Service nearby.
 - (d) Item 31. Garage Bay Doors – Do not require an exhaust escape device.
 - (e) Item 32. Lifts – Assigned Facilities do not contain a vehicle lift.
 - (f) Items 68-70. Camping – Overnight Trips – Are not authorized under the Contract.
- (2) *Additional minimum requirements:*
- (a) Shuttle Service. The Concessioner will provide a shuttle service for bicycle riders and their bicycles to and from pre-approved locations. The Concessioner will submit its initial request for locations and any changes to shuttle stops to the Service for review and approval prior to implementation. The Concessioner will note the location of shuttle stops on the maps it provides to its clients.
 - (b) Shuttle Equipment. The Concessioner's shuttle vehicles will be equipped with a basic first aid kit, and bicycle repair kit to make roadside repairs or assist riders in times of severe, inclement weather.
 - (c) Inclement Weather. During times of inclement weather, if feasible, the Concessioner's shuttles will be sent out to offer rides to rental and tour customers.

D) Food and Beverage

- (1) *Standards*. The Service will evaluate the Food and Beverage Service using the Food and Beverage (Quick Service) Standards (10-FBQ). The Service will exclude the following Standards:

- (a) Item 4. Parking – Parking is provided by the Service.
- (b) Item 16. Public Restroom – Restrooms are provided by the Service nearby.
- (2) *Additional minimum requirements:*
 - (a) The Concessioner must conduct all food preparation in a commercial facility outside of the Concessioner Facilities.
 - (b) Items will include both biker and hiker-friendly, grab-and-go foods; electrolyte mix; hot beverages; and non-alcoholic beverages. The Concessioner must submit any changes to this service for review and approval prior to implementation.
 - The Concessioner will maintain adequately stocked perishable grab-and-go sandwiches, salads and gluten free items to ensure that there are few to no items that are sold out during operating hours.
 - Beverages must include coffee and espresso drinks made from locally roasted beans.
 - The Concessioner must emphasize healthy, sustainable, locally-produced food items, as well as seasonal fare. The menu must provide vegetarian and gluten-free options.
 - The Concessioner must offer a discount to customers who provide their own reusable beverage containers. The discount will be part of its annual rate request.
 - The Concessioner must use only Green Label cleaning products.
- (3) *U.S. Public Health Service—Food and Drug Administration Food Code.* All equipment and services must meet the USPHS FDA Food Code
 - (a) Food service employees, as well as managers, must carry appropriate levels of certification.
 - (b) A manager or supervisor with appropriate training levels must be on site at all times.

E) Limited Retail

- (1) *Standards.* The Service will evaluate using Retail Standards (10-RET). The Service will exclude the following Standards:
 - (a) Item 3. Parking – Parking is provided by the Service.
 - (b) Item 14. Public Restroom – Restrooms are provided by the Service nearby.
 - (c) Item 19. Ice/Vending – Are not applicable under the Contract.
 - (d) Item 22. Fitting Room – The Assigned Facility does not have a fitting room.
 - (e) Item 23. Merchandise Carts and Shopping Baskets – Are not applicable under the Contract.
 - (f) Item 24. Produce Section Amenities – Are not applicable under the Contract.
 - (g) Item 37. Food Preparation Area – Not applicable as all food is to be prepared off-site.
 - (h) Item 50. ATM Machines - Are not authorized under the Contract.
 - (i) Item 55. Authentic Native America and Other Handicrafts – Not authorized under the Contract.
 - (j) Item 59. Alcohol - Not authorized under the Contract.
- (2) *Additional minimum requirements:*
 - (a) Bicycle equipment. The Concessioner will sell incidental bicycle repair items as a convenience to visitors, such as inner tubes, chains, patch kits, lubricant, etc.
 - (b) Convenience items. The Concessioner may sell limited convenience items related to bicycling such as sunscreen, lip balm, and reusable water bottles.
 - (c) Souvenir items. The Concessioner may design a logo and sell souvenir t-shirts, reusable coffee mugs and hats with its logo.
 - (d) The Concessioner will submit a list of all items to be sold to the Service for review and approval prior to implementation.

- (e) The Concessioner may sell old rental bicycles.

F) Mobility Aid Rentals

- (1) *Standards.* The Service will evaluate using Recreational Equipment Rentals (10-REN). The Service will exclude the following Standards:
 - (a) Item 3. Parking – Parking is provided by the Service.
 - (b) Item 11. Vending Machines - Are not authorized under the Contract.
 - (c) Item 14. Public Restroom – Restrooms are provided by the Service nearby.
 - (d) Items 30-37. Camping Set Up Services – Are not authorized under the Contract.
- (2) *Additional minimum requirements:*
 - (a) Wheelchair Equipment. The Concessioner must provide a minimum of five (5) wheelchairs appropriate for travel on accessible trails, capable of holding a passenger of up to 300 pounds.
 - (b) Purchasing Wheelchairs or other mobility aids. Prior to purchasing devices, the Concessioner will provide its selection of equipment to the Service for review and approval.
 - (c) Wheelchair and Mobility Aid Maintenance. The Concessioner must maintain all wheelchairs in accordance with the manufactures' recommendations and industry standards. The Concessioner must perform necessary preventive maintenance on each wheelchair between rentals. The Concessioner must ensure that each wheelchair is adjusted for the individual user prior to rental. The Concessioner must ensure all mobility aid equipment is cleaned and sanitized before each use.

G) Bicycle Repair (Authorized)

- (1) If the Concessioner chooses to offer this service, it must submit to the Service a proposed schedule for operations.
- (2) This service is subject to the same franchise fees as required services. Rates are subject to approval based on direct comparability.

5) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

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

- (1) *Management Listing.* Within **30 days following the effective date of the Contract**, the Concessioner must provide the Service a list of its key management and supervisory personnel, with office and emergency phone numbers and email addresses for each. The Concessioner must update this list as it changes.
- (2) *Incident Reports.* The Concessioner must immediately report to the Service Communication Center (928-638-7805 or 911) the following report. The Concessioner must include a summary of all the following incidents occurring during the month in its monthly operational performance report.
 - (a) Employee or visitor fatality;
 - (b) Employee or visitor injuries requiring more than minor first aid treatment (as defined by OSHA);
 - (c) Personal and real property damage estimated to be over \$500;
 - (d) Fires;
 - (e) Other incidents that may adversely affect Area resources (e.g., hazardous material spills);
 - (f) Visitor-related incidents that could result in a tort claim to the United States or the Concessioner;
 - (g) Known or suspected violations of the law; andAny motor vehicle accident resulting in property damage, personal injury, or death.

(3) *Human Illness*

- (a) The Concessioner must report within 24 hours information about any suspected outbreak of human communicable illness, whether employee or guests, to the Service's Public Health Service Consultant at (928) 638-7355.
 - (b) The Public Health Service Consultant and the Service will evaluate this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
 - (c) A suspected outbreak of human illness is three (3) or more persons with common symptoms that could be associated with water or food sources or other adverse environmental conditions, or an unexpected increase in human illnesses. Reportable symptoms of human illness include:
 - Food related illness complaints;
 - Gastrointestinal illness; and
 - Flu outbreaks
 - (d) The Concessioner also must report the following illnesses:
 - Illnesses carried by animals or insects such as hantavirus, West Nile virus, Rocky Mountain spotted fever, relapsing fevers, etc.; and
 - Communicable diseases as listed in Arizona Administrative Code Title 9 Chapter 6 and COVID-19.
 - (e) The Concessioner must make the initial report by telephone, and then complete and fax, e-mail, or hand deliver a copy of "Reporting Human Illness (an Attachment A-3 to this Operating Plan) to the Service Public Health Service Consultant, for investigation. When in doubt, the Concessioner must report the illness.
- (4) *Environmental Reports*. In addition to the reporting requirements outlined in Section 6 of the Contract and above in this Operating Plan, the Concessioner must provide an Environmental Report that includes the following:
- (a) The status of goals, policies, and procedures included in the Environmental Management Plan (EMP);
 - (b) The status of corrective actions taken to address violations of Applicable Laws; and
 - (c) Resource use data including type and amount of energy used, such as electricity, gas, propane or other energy sources or types of fuel.
 - (d) The Environmental Report is due annually with the summary of EMP performance on January 15th.

B) Operational Performance Reports

- (1) *Visitor Use and Staffing Reports*. The Concessioner must maintain a management information system documenting visitor use patterns and provide information from this system to the Service upon request. The Service may provide information from this system to the public.
 - (a) Property Management System (PMS). The Concessioner must maintain a PMS to allow for reporting to the Service.
 - (b) Operational performance report. The Concessioner will maintain a management information system documenting its visitor use patterns. The Concessioner will provide a monthly **operational performance report to the Service by the 15th day of each following month, and an annual summary report prior to January 15th of the following year**. The Concessioner will present the data in a concise spreadsheet format. The report will include operational statistics and financial information for each activity as follows:

| Rental Type | Hourly | Half-Day | Full-Day | Long-Term |
|----------------------|--------|----------|----------|-----------|
| Adult | | | | |
| Children | | | | |
| Special Needs | | | | |
| Tours | | | | |
| Mobility Aid Rentals | | | | |

| Food Service |
|------------------------|
| Monthly Revenue |
| Number of Checks |
| Average Check |
| Retail |
| Monthly Revenue |
| Number of Transactions |
| Average Transaction |

- (2) *Checkout Counter Donation Program.* This Program offers visitors an opportunity to support the Park through an add-on donation. These donations are transferred to the Park’s authorized philanthropic partner, Park cooperating association, or the National Park Foundation (NPF). If the Concessioner participates in this program, it must follow the requirements of Director’s Order-Reference Manual 21, Section 4.5.3 and provide the Service with a report of collections **by January 15 for the preceding year.**

C) Other Reporting

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

D) Concessioner Financial Payment and Reporting

In addition to the annual financial report (AFR) required under the Contract, the Concessioner must provide the following financial reports.

- (1) *Franchise Fee Payments.* The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov, or updated system dictated by the Service.
- (2) *Monthly Remittance Report.* The Concessioner must submit a Monthly Remittance Report electronically, in the form prescribed by the Service, to the Superintendent no later than **the 15th day of each month**, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The report must include:
 - (a) Gross revenue;
 - (b) Gross revenue subject to franchise fees (gross receipts, as defined in the Contract);
 - (c) Franchise fees paid;

- (d) Utility expenses, broken down by utility type, for both Service and non-Service providers.
- (3) *Annual Reports*
 - (a) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections, no later than **30 days prior to the start of the Concessioner's fiscal year**.
 - (b) *Financial Forecast*. A mid-season financial forecast for each business activity compared to annual budget, no later than **195 days following the start of the Concessioner's fiscal year**.

E) Summary of Initial and Recurring Due Dates

The following table summarizes the reporting responsibility of the Concessioner. In the event of a conflict between the Operating Plan above and table below, the Operating Plan above controls.

| Title | Schedule | Due Date |
|---|------------------------|---|
| Annual Budget | Annually | Initially within 90 days of the Contract effective date, and NLT 30 days prior to the start of the fiscal year. |
| Annual Financial Report | Annually | May 1 |
| Bike Rental Fleet List | Annually (if revised) | Initially within 90 days of the Contract effective date |
| Certificate of Insurance | Annually | TBD |
| Contract Monitoring Report | Monthly and Annually | Monthly, the 15 th of the following month, Annual 120 days after the last day of the fiscal year |
| CUA Booking Packages | Annually | January 30 for previous year |
| Employee Handbook | Annually (if revised) | Initially within 60 days of the Contract effective date |
| Firearms Policy | Initial and as revised | Initially within 60 days of the Contract effective date |
| Fire Alarm Reporting | Annually | January 10 th for previous year |
| Fire Prevention Plan | Initial and as revised | Initially, within 90 days of the Contract effective date |
| Financial Forecast | Annually | NLT 195 days following the start of the Concessioner's fiscal year. |
| Franchise Fee Payment | Monthly | 15 th of month for previous month |
| Hazardous Materials Emergency Response Plan | Initial and as revised | Initially within 90 days of the Contract effective date |
| Hiring Policies | Initial and as revised | Initially within 90 days of the Contract effective date |
| Housing Policy | Annually (if revised) | |
| Interpretive Program Plan | Initial and as revised | Initially 120 days of the Contract effective date and 60 days prior to any change |
| Management Listing | Initial and as revised | Initially within 30 days of the Contract effective date |
| Operational Performance Report | Monthly and Annually | 15 th day of following month and annual summary by Jan 15 th |
| Operations Schedule | Annually | Nov 1 for following year |
| Regular Rate Requests | Annually | Nov 1 |
| Risk Management Plan | Annually (if revised) | Initially within 120 days of the Contract effective date, and by Dec 31 st if revised |
| Summary of Drug Testing | Biannually | June 30 th and Oct. 30 th |
| Tour Booking Policy | Annually | 60 days prior to any change |
| Visitor's Acknowledgement of Risk Form | Initial and as Revised | 60 days of the Contract effective date and if revised, 30 days in advance of implementation |

Attachment A-1 Employment of Service Employee Dependents

Please submit this form for each potential Concessioner employee who is a spouse or dependent child of a Service employee.

Name of Potential Concessioner Employee:

Name of Concessioner:

Position Title Applied for:

Service Employee Name and Title:

Relationship of Potential Concessioner Employee to Service Employee:

Other comments:

For Superintendent's Use Only:

I concur with this request for employment _____

OR I do not concur with this request for employment _____

Signed: _____ Date: _____

Superintendent

Definitions:

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

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

References:

From Contract Operating Plan: The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service, as found in an Attachment B-4 to this Operating Plan. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.

The Concessioner may not employ in any status the following, their spouses, or dependent children: the Superintendent, Deputy Superintendent, Commercial Services staff, Risk Management Officer, or Public Health Service Consultant.

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

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

Outside Employment of Service Employees:

5 C.F.R. § 3501.105, (b) Prior approval of outside employment:

(1) Prior approval requirement.

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

(2) Form of request for approval.

(i) A request for prior approval of outside employment shall include, at a minimum, the following:

(A) The employee's name, occupational title, office address, and office telephone number;

(B) A brief description of the employee's official duties;

(C) The nature of the outside employment, including a full description of the specific duties or services to be performed;

(D) The name and address of the prospective outside employer; and

(E) A statement that the employee currently has no official duties involving a matter that affects the outside employer and will disqualify himself from future participation in matters that could directly affect the outside employer.

(ii) Upon a significant change in the nature of the outside employment or in the employee's official position, the employee shall submit a revised request for approval.

Attachment A-2 Primary Park-wide Interpretive Themes

Park themes are the key ideas through which the nationally significant resource values are conveyed to the public. They serve as a tool in identifying primary park-wide interpretive themes and desirable visitor experiences. Grand Canyon National Park's themes are:

The immense and colorful Grand Canyon is valued worldwide as one of Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.

Water is the lifeblood of Grand Canyon—a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples; a provider of recreation, and a central factor in the exploration, development, and politics of the American West.

The Colorado River and other erosion forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.

Extreme changes in elevation, exposure, and climate in the Grand Canyon support a remarkable range of biotic communities in unusual proximity; a relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.

Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergency to some, offering us an opportunity to consider the powerful and spiritual ties between people and place.

Grand Canyon has sustained people materially and spiritually for thousands of years—wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.

Attachment A-3 Reporting Human Illnesses

The Concessioner must telephone the following information to the Public Health Service Consultant at 928-638-7355.

Name: _____

Address: _____

Phone Number: _____ circle one: current (traveling) permanent

Person's opinion as to what caused the illness:

What are the symptoms? (nausea, vomiting, diarrhea, fever, etc.)

Is the person still ill? If not, when did they recover?

Do you know others who are ill?

Names:

Numbers:

What time did the illness come on?

What time did you visit what places inside the Park?

Outside the Park?

In cases of gastrointestinal symptoms, obtain times and places that foods, beverages, or water were consumed and a description of specifically what was consumed.

Person taking report and phone number:

Please complete and submit this form for any food-related complaints, gastrointestinal illnesses or possible vector borne illnesses (those carried by animals or insects, such as hantavirus, Rocky Mountain spotted fever, relapsing fever, etc.). When in doubt, please report the illness.

Attachment A-4: Draft Acknowledgement of Risk Form for Rental Equipment

VISITOR'S ACKNOWLEDGEMENT OF RISKS

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

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

[description of risks]

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

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

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

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

Signature

Date

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

Signature

Date