

Exhibit B

Operating Plan

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1) Introduction

This Operating Plan between _____ (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 Zion 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.

The Superintendent in consultation with the Concessioner will review and revise this plan as determined necessary by the Superintendent of the Area. Any revisions must not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Service provides guidance materials and standards for Concessioners on the [National Park Service Concessions website](#), particularly the page titled, *Concessioner Tools*.

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 for operating the Concession Facilities and required and, if applicable, authorized services within the Area;
 - (b) Must lead and employ a staff with the expertise and training to operate all required and, if applicable, authorized services offered under this Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area;
 - (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 general manager.

B) Zion 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 specified 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, construction projects, and all improvements or changes to Concession Facilities.

3) General Operating Standards and Requirements

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

A) Schedule of Operation

- (1) *Operating Season*. The Concessioner must provide the following services year-round: Lodging (Zion Lodge, cabins, Motel A, and Motel B), Retail (Zion Lodge), and Food and Beverage (Zion Lodge Dining Room). The Concessioner must operate the quick service restaurant at minimum during Peak Season, defined as when the visitor shuttle operates, normally from March through

November. The Concessioner must provide authorized services, if offered, throughout the peak season.

- (2) *Opening and Closing Schedule.* The table below lists the approved minimum operating hours.

| Facility or Service | Peak Season | Off-Season (non-shuttle) |
|--------------------------|---------------------------------------|---------------------------------------|
| Front Desk | 24 hours per day | 24 hours per day |
| Zion Lodge Dining Room | Continuously from 6:30 am to 10:00 pm | Continuously from 6:30 am to 10:00 pm |
| Quick Service Restaurant | 7:30 am to 4:00 pm | Optional |
| Retail Facility | 7:30 am to 10:00 pm | 8:00 am to 8:00 pm |

- (3) If different from the required minimums, the Concessioner must submit annually for Service approval a written request for facility or service opening and closing dates and hours of operation by facility, including authorized services it will provide, by December 1 for the next year.
- (4) The Service will give reasonable notice of any schedule changes that it may initiate. Weather, maintenance needs, budgetary decisions, and emergencies may cause specific dates or hours of operations or access to locations to fluctuate. The Service will provide public notification of changes in the Area's operating hours or periods of closure. The Concessioner must ensure its public information is up to date, including by providing a link on its website to the Area's website of www.nps.gov/zion.
- (5) The Concessioner must prominently display hours of operation within the Concession Facilities and on its website. The Concessioner must operate all services in accordance with the specified and posted hours of operation, including on public holidays.

B) Rate Determination and Approval

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, in accordance with Section 3(e) of the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The Service determines the reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change. Each of the specified methodologies, outlined in this Operating Plan, has the same meaning as that set out in the *Concession Management Rate Administration Guide* (February 28, 2017)¹ ("Rate Administration Guide"), as it may be amended, supplemented, or superseded throughout the term of this Contract.
- (2) *Rate Methods.* The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The currently approved rate methods are as follows.
- (a) Lodging. The Service will approve rates for lodging based on the Core Rooms method.
- (i) The Service considers the following lodging inventory as "non-core rooms" and will require the Concessioner to set reasonable room rates based on market conditions: 28 Western Cabins (2 double beds), 12 Western Cabins (1 queen bed), and 6 Lodge Suites (1 king bed).
 - (ii) The remainder of the lodging inventory is considered to be "core rooms" and the Concessioner must price them using the comparability method. The following lodging amenities must also be included in the lodging rate request.
 - *Telephone Charges.* The Concessioner must ensure that rates charged to guests for local or long-distance calls are comparable to those charged by similar lodging properties in the market area.
 - *Wireless Internet (Wi-Fi).* The Concessioner may charge a fee to non-guests for Wi-Fi based on the comparability method.

¹ www.nps.gov/subjects/concessions/upload/2017-Rate-Administration-Guide.pdf

- *Electric Vehicle Charging Stations (EVCS)*. If the Concessioner charges for the use of its EVCS, the Service will approve rates based on Competitive Market Declaration.
 - (b) Food and Beverage. The Service approves rates for food and beverage based on the Core Menu Method. The Service will approve rates for Core Menu items using the comparability method. All menus are subject to Service approval prior to finalization.
 - (i) Attachment A provides the initial core menu items for the lodge dining room. The Concessioner must submit any suggested changes to the list of core items to the Service in writing and the Service will determine which products are “core” to the operation.
 - (ii) For the Quick Service Restaurant, the Concessioner must submit its suggested core menu in writing to the Superintendent for approval by **March 1** if changes are requested.
 - (iii) The Concessioner is responsible for setting non-core rates consistent with the local market.
 - (c) Merchandise, except visitor convenience items. The Service approved rate method for merchandise is Competitive Market Declaration (CMD) and Manufacturer’s Suggest Retail Price (MSRP).
 - (d) Visitor Convenience Items. The Service will approve rates for convenience items in accordance with (MSRP) or the Markup method.
 - (e) Authorized Services (open-air tram tours, trailhead shuttle, bicycle rental, step-on guide service, interpretive walking tours). The Service will approve rates for authorized services based on the comparability method. If offered, the Concessioner must submit its rates for Service review and approval at least 60 days prior to anticipated implementation.
- (3) *Rate Approval*
- (a) Initial Rate Request. The Concessioner must submit a request for its initial rates for lodging and core menu items in writing, within 30 days of the effective date of the contract.
 - (b) Rate Change Requests. The Concessioner must submit all requests for rate increases for core lodging, core menu items, WiFi, telephone charges, electric vehicle charging stations, and authorized services in writing at least 60 days prior to anticipated implementation. 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.
 - (c) Rate Review of Non-core Room Rates. The Superintendent has determined that market forces outside the Area provide competitive pricing for the non-core rooms, and the Concessioner is permitted to set and change prices in a free market. However, the Rate Administration Guide states that non-core rates are “...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the Park.” Therefore, the Concessioner may adjust rates of non-core rooms without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area. Furthermore, the Service will annually review the core rooms method of rate approval for lodging to ensure that significant changes have not occurred in the marketplace necessitating use of another rate approval method. The Superintendent may rescind the use of core rooms method if the Superintendent determines that the competitive situation has changed; in that event, the Concessioner will have at minimum 30 days to implement the rate change.
 - (d) Approval Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner in writing within 45 days following the rate request submittal. If the Service needs a longer response period, the Service will inform the Concessioner of the altered response date.
 - (e) Rate Method Changes. Changes in market conditions or other factors may result in the NPS modifying the rate method used. The Concessioner will be notified by the NPS of such a change at least 90 days prior to the date the next rate request is due.
- (4) *Reduced Rates and Discounts*

- (a) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
 - (b) Reduced Rates for Federal Government Employees.
 - (i) The Concessioner must include reduced rates for lodging for federal government employees conducting official business as part of its approved rate requests.
 - (ii) The Concessioner may not provide other goods and services to government employees or their families without charge or at reduced rates unless equally available to the general public.
- (5) *Rate Compliance*
- (a) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services available to visitors and must ensure no published or posted rates exceed any respective maximum rates approved by the Service.
 - (b) The Service checks rate compliance during periodic operation evaluations and throughout the year. Approved rates must remain in effect until superseded by changes approved in writing by the Service.
 - (c) The Concessioner must ensure no published rates exceed the maximum rate approved by the Service, which includes, but is not limited to, Concessioner website, Concessioner telephone reservations system, and third-party booking agents. Third-party companies (travel agencies, online booking engines, etc.) that are selling rooms or services for the Concessioner must sell those rooms or services at or below the Service-approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.
- (6) *Reservations*
- (a) The Concessioner must have a central computerized reservation system capable of accommodating requests for all Concession services for which reservations are available. The Concessioner must update the website throughout the term of the Contract to accommodate changes in industry standard technology.
 - (b) Staff. The Concessioner must provide adequate staff in the reservation office on a year-round basis and increase staff to meet peak period demands. The Concessioner must designate a contact person responsible for the reservation system.
 - (c) Reservation Services. Reservation services must be available, at a minimum, via toll-free telephone, mail, internet, and well-marked publicly available reservation phone in the Lodge lobby. At a minimum, the Concessioner must accept lodging reservations on a 366-day forward rolling basis
 - (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 Guide.
 - (e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire length of stay even if the approved rate is higher than the advanced confirmed rate. If the approved rate for the stay is less than the advance rate on the reservation, however, the Concessioner must refund the difference on the confirmed advance reservation rate.
 - (f) Group, Tour Bookings
 - (i) The Concessioner may not book more than one tour bus per given night nor allocate/reserve more than 30 total rooms for a group in any given night.
 - (ii) The Concessioner must submit its policy on group bookings for Service approval for the upcoming year within 120 days of the effective date of the Contract, and annually thereafter by **March 1**, if changes occur. The policy must include how the Concessioner will balance group/tour bookings (which may include a maximum number of nights in conjunction with Area capacities identified through Visitor Use Management Planning when finalized) and bookings for the general public, times of year targeted for

group/tour bookings, and billing policies. Additionally, the policy must include where the Concessioner will accommodate tour lodging, how it will accommodate tour dining, package rate offerings/industry discounts and how it will allocate those revenues (e.g., lodging, food and beverage, etc.), complimentary room policy, and treatment of tour commissions.

- (g) The Concessioner must hold aside two lodging rooms for federal government employees conducting official business. If the Service does not reserve these rooms 21 days in advance, the Concessioner may release the room for visitor reservations.
- (h) Deposits, Cancellations, and Refunds. The Concessioner must have policies for deposits, cancellations, and refunds equivalent to comparable properties for lodging, tours, and group reservations. The Concessioner must include the policy in all accommodation brochures, websites, and reservation confirmations.
 - (i) The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose.
 - (ii) The Concessioner must process refunds within two weeks of cancellation.
 - (iii) The Concessioner must submit its deposit, cancellation, and refund policies and administrative fee schedule as part of the rate approval process.
- (i) Overbooking. The Concessioner must not overbook unless there is a comparable or superior service or room type available. The Concessioner must be able to provide the superior service or room type at the same price as the original booking price. The Concessioner may implement a waiting list system, where the visitor is not guaranteed, nor charged for, a reservation until a service is confirmed available.

C) Purchasing

- (1) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees, and others.
- (2) 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.
- (3) 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.
- (4) Environmental. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (5) Local Purchasing. The Concessioner must source and purchase local products, where feasible.

D) Evaluations

- (1) Concessioner's 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 Service will use the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these evaluations. The Service may request the assistance of third-party subject matter experts. The Service may fully incorporate the findings of such experts 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 may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Service may contact the Concessioner at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (b) The Service's evaluations will be based on service and program standards available on the NPS Concessions website at: Standards and Evaluations (<https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>).
- (3) Annual Overall Rating. The Service will determine and provide the Concessioner by March 1, an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, 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, timely submission of proof of general liability, automobile, 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 and public shower 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 NPS 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 (AMP). 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.
 - (g) Visitor Satisfaction Review. The Service will review Concessioner visitor satisfaction program results, complaints, and comments on the Concessioner's services.
- (4) Other Audits or Inspections
- (a) 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.

- (b) 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.
- (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.
- (d) Animal Exclusion. The Concessioner must conduct animal exclusion evaluations of Concession Facilities in accordance with the National Park Service's Rodent Exclusion Manual. Evaluations will be conducted by the Service as part of the Concessioner Review Program and technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct oversight inspections.
- (e) Fire Safety. The Service may conduct fire safety inspections. Concession managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (f) Other Inspections. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

E) General Policies

- (1) Facility Use. The Concessioner must only use Concession Facilities for activities that directly and exclusively support the visitor services required and authorized by the Concession Contract. The Concessioner is solely responsible for maintenance, repairs, housekeeping, and grounds-keeping for the Concession Facilities to the satisfaction of the Service.
 - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in all overnight Concession Facilities, including the concession employee housing areas.
 - (b) Smoke-free Policy. The Service designates all buildings within the Concession Facilities, including employee dormitories and shared housing, as non-smoking. Additionally, smoking is prohibited within 25 feet of any entrance, exit, open window, or air intake of a building. The Concessioner must adhere to Director's Order 50D regarding the Service's policy on smoking, and the Utah Indoor Clean Air Act: §R392-510-8 - Protection of Air Used for Ventilation.
 - (c) Light Pollution. The Concessioner must provide adequate exterior illumination to ensure safety but must also ensure lighting does not contribute to night sky light pollution.
 - (d) Lawn. The Concessioner must make the Service aware of proposed group (25 and above) use of the lawn area.
 - (e) Management Offices. The Concessioner may locate only those management offices in the Area necessary to support the Concessioner's operations in the Area as determined by the Superintendent.
- (2) Accessibility. The Concessioner must comply with all Applicable Laws regarding accessibility, including but not limited to the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA).
- (3) Lost and Found. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property in Concession Facilities. This program must include vehicles or other property that may have been abandoned by Concession employees. The Concessioner must submit the plan to the Concessions Management Office for review and approval within 60 days of the Contract effective date, and thereafter on an annual basis, by July 1, if changes occur. Any changes to the plan are also subject to prior review and approval.
 - (a) Procedures for the handling of lost and found property must conform to 36 C.F.R. § 2.22 and Directors Order (D.O.) 44. Information relating to these documents may be found online or requested from the Service.
 - (b) The Concessioner's lost and found procedures and operation are subject to audit by the Service.
 - (c) If an item is found outside of the Concessioner's land assignment, the Concessioner must instruct the finder to take such items to the nearest Service visitor center or ranger station.

- (d) Abandoned Vehicles. The Concessioner must advise the Communications Center of any vehicle not currently licensed, not operable, or that appears abandoned within the Concession Facilities, including Concessioner employee vehicles. After taking steps to determine ownership and confirm whether the vehicle is abandoned or inoperable, the Service will advise the Concessioner to have the subject vehicle removed from the Area and impounded. The Concessioner must then arrange for the vehicle to be towed by a third party to an impound lot outside the Area at the expense of the Concessioner. The Concessioner must bear all costs of the tow and impound of vehicles but may recover those costs from the owner of the vehicle. If the abandoned vehicle has been used to commit a crime or evidence of a crime is found within the abandoned vehicle, the Service will take custody of the vehicle.
 - (e) Abandoned Property. As a part of its Lost and Found program, the Concessioner must develop procedures for disposal of property abandoned by Concession employees.
- (4) 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 Utah Department of Environmental Quality, the Utah Department of Transportation, the U.S. Occupational Safety and Health Administration, the U.S. Department of Labor, and Washington County.
- (5) Firearms and Weapons
- (a) Within 60 days following the effective date of the Contract, the Concessioner must 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.
 - (b) The Concessioner should consult the Utah state attorney general's office with regard to relevant state firearms laws.
 - (c) On-duty employees must not possess or use weapons or firearms. The Superintendent, in their 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.
- (6) Vehicles
- (a) Licensing, Maintenance, and Registration. The Concessioner must keep all vehicles it uses properly registered, licensed, and maintained in accordance with Applicable Laws.
 - (b) Concessioner Parking. The Concessioner and its employees will only use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.
 - (c) General Visitor Parking. The Service, in consultation with the Concessioner, may divert some of the parking adjacent to cabins and/or motels for general visitor parking during the non-shuttle season.
 - (d) Drivers. Operators of all Concessioner-owned and hired but non-owned vehicles must have a valid state operator's license for the size and class of vehicle driven. The drivers also must comply with any additional Utah requirements for the type of vehicle driven or number of passengers carried.
 - (e) Identification. The Concessioner must ensure that its vehicles display the Concessioner name and logo.
- (7) Deliveries
- (a) Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations and should not occur during peak visitor times of day. Deliveries should use non-public areas to the maximum extent possible. Deliveries must not interfere with Service shuttle operations. Idling by delivery trucks is not permitted.
 - (b) The Concessioner may use small vehicles for transporting supplies within the land assignment via sidewalks and path; however, such vehicles may not be used in front of the

Zion Lodge Main Building and Zion Lodge Lawn during busy operational and visitation periods.

- (8) Interactions with Wildlife. The Service prohibits feeding and harassing of wildlife.
 - (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) Informational Material. The Concessioner must display signs using words and universal symbols that discourage littering and feeding of wildlife. These signs must also warn people of the risks associated with such activity. The Concessioner must submit signs for Service review and approval at least 30 days prior to use.
 - (c) The Concessioner must make all buildings and other structures wildlife resistant and pest-proof.
- (9) Volunteers in the Park (VIP) Program. The Concessioner is encouraged to permit its employees to participate in VIP programs.
- (10) Visitor Satisfaction Monitoring. 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 cards) 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, NPS 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 comments cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
 - (a) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
 - (b) 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.
 - (c) The Concessioner must provide the Service with a monthly and annual electronic 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 report is due with the Monthly Operational Performance Report by the 15th of the month following receipt, and the annual report is due on February 15th for the preceding year. The Concessioner must provide individual comments upon request.
 - (d) 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.
 - (e) 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.

F) Human Resources Management

- (1) Employee Identification.
 - (a) The Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. Each employee must carry his or her identification card while in the Area. The Concessioner must collect identification cards upon termination of employment or at the end of the season for seasonal employees.
 - (b) While on duty, every Concessioner employee must wear a personal nametag and identifiable uniform or uniform/standardized clothing. The Service must approve uniforms at the

- beginning of the Contract and the Concessioner must receive Service approval at least 30 days prior to implementing changes.
- (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 visitor's 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 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, maintenance, and housekeeping 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 disruptive employee behavior, during or outside of work hours, including violations of Applicable Law. This protocol should include guidelines for disciplining employees that are repeat offenders, and for when removal is appropriate.
 - (4) Area Entrance Pass
 - (a) The Concessioner must coordinate with the Concessions Management Office to obtain Area gate cards.
 - (b) All gate cards remain accountable property of the U.S. Government and must be surrendered upon termination of employment. The Concessioner must submit a gate card inventory to the Concessions Management Office annually by December 31. The Concessioner will notify the Concessions Management Office of any gate cards not accounted for.
 - (5) Check-In and Check-out Procedures. The Concessioner will implement and utilize a standardized check-in (enter on duty) and check-out (termination) system for every employee. The Concessioner will advise the Concessions Management Office of any employee identification cards, vehicle stickers or gate cards that are not turned in when an employee checks out.
 - (6) Transportation of Employees in Certain Circumstances. The Concessioner must develop, submit to the Service within 90 days of the Contract effective date, and maintain a written policy which describes how the Concessioner will transport out of the Area, and to public transportation, any concession employee (and their personal property) who has been terminated. The plan must also describe how the Concessioner will transport employees to and from a medical facility. The plan is subject to Superintendent approval.
 - (7) Manager Contact List. The Concessioner must submit to the Superintendent a list of the names, job titles and contact information for all managers within 30 days following the Contract effective date. The Concessioner must provide a list of after-hours contacts and phone numbers for emergencies. The Concessioner must update these lists with any changes.
 - (8) Employee Hiring Procedures
 - (a) General Manager. The Concessioner must employ a general manager who is located on-site and responsible for the successful implementation of the terms required by the Contract. The general manager should have an extensive background as a general manager of a portfolio of lodging, retail, and food and beverage operations. This background should include demonstrated experience in volume purchasing, inventory management, merchandising, sales promotion, and vendor, customer, and staff relations.
 - (b) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory visitor services throughout the year and to ensure the restaurant and the retail store are

- open and properly staffed for all hours posted. The Concessioner must meet all applicable requirements of the United States Department of Labor.
- (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire or retain 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. The Concessioner will make appropriate hiring decisions in consideration of the information obtained.
 - (d) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should the Concessioner learn of illegal drug use by its employees within the Area, the Concessioner must report the use and subsequent action taken by the Concessioner to the Chief Ranger's Office. The Concessioner must ensure that employees in safety sensitive positions, such as employee shuttle van drivers, participate in random drug testing and must make proof of testing available to the Service upon request. The Concessioner must conduct educational program(s) for its employees to deter substance and alcohol abuse.
 - (e) Harassment-Free Environment. The Concessioner must maintain a harassment-free working and living environment for its employees. The Concessioner must train employees in how to identify, avoid, and report harassment and monitor its operations to ensure employees feel secure from sexual harassment and bullying.
- (9) Employment of Service Employees or their Family Members.
- (a) 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. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
 - (b) The Concessioner must not employ in any status the following, their spouses, or dependent children: Superintendent, Concessions Management staff, Safety Officer, Chief Ranger, District Ranger, Facility Manager, environmental manager, or public health specialist.
- (10) Employee Training. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (a) Review Programs. Annually, the Concessioner must inform its employees of the Concessioner's Monitoring Program and the Service's Concession Review Program. The Concessioner must ensure managers and supervisors understand their responsibilities regarding compliance and participation in these programs.
 - (b) Orientation. The Concessioner must provide orientation and training for each employee.
 - (i) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and/or living within the Area, including potential safety hazards and their mitigation.
 - (ii) The Concessioner must orient its employees to the primary visitor facilities and basic facts regarding the principal natural and cultural resources of the Area.
 - (iii) The Concessioner must train employees on the necessity of wildlife-proofing food and water sources, including ensuring waste containers are secured, spills are cleaned up, and fences, gates, and garage doors are closed; and how and to whom they should report possible concerns.
 - (iv) The Concessioner must train its employees so that each can demonstrate their knowledge of Area resources when communicating with visitors. At minimum, the Concessioner must train its employees in the following Area knowledge: the basic layout of the Area, locations of the Visitor Center, typical driving time between Area locations,

most popular hiking trails, and general warnings and restrictions intended to ensure visitor safety, such as those related to dehydration, hypothermia, flash flooding, and wildlife interactions.

- (c) Job Training. The Concessioner must train its employees to ensure each has the knowledge and skills needed and appropriate to the duties he or she will be assigned, including:
 - (i) *Hospitality/Customer Service Training*. The Concessioner must provide hospitality/customer service training for employees who have direct visitor contact.
 - (ii) *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.
 - (iii) *Safety Training*. The Concessioner must train its employees according to the training requirements in its Risk Management Plan. The Concessioner must provide training to each employee about potential dangers of heat, weather (lightning and flash floods), wildlife encounters (including bears, snakes, and scorpions), and the process for reporting incidents with habituated wildlife or unsafe conditions in outdoor settings.
 - (iv) *Environmental Training*. The Concessioner must train its employees according to the training requirements in its Environmental Management Program.
- (d) 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 Contract effective date, 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 30-day review prior to distribution.
- (e) Organized Labor Activity. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

G) Employee Housing, Food Service, and Recreation

- (1) The Service will evaluate using Employee Housing Standards (10-EHO), available on the Commercial Services Website. All standards on the 10-EHO form apply as well as the following.
 - (a) The Concessioner must provide housing, recreation, and food programs for its employees. The Concessioner must provide adequate cooking and food storage facilities where appropriate. The Concessioner must ensure that food storage facilities are vermin-proof and that preventative measures are in place for Hantavirus.
 - (b) The Concessioner must designate a supervisor for employee housing and provide the supervisor's name and contact information to the Service.
 - (c) The Concessioner must develop and implement a written employee housing policy and agreement. The content of the employee housing agreement and employee housing rules are subject to the approval of the Superintendent. The Concessioner must provide to the Service the housing agreement and employee housing rules annually by March 1. The Concessioner's employee housing agreement must specify housing rates, deposit and refund policies, and assignment policy.
 - (d) The Concessioner must inform employees of Service regulations and policies related to living in the Area through in-person employee orientation and official advisories and notices provided by the Concessioner or the Service.
 - (e) The Concessioner must not allow pets in shared housing. The Concessioner may allow up to two pets in RV housing. Employee pet owners are subject to the same pet restrictions as

Area visitors, which are set forth under the provisions of 36 C.F.R. § 2.15 and in the Superintendent's Compendium.

- (f) The Concessioner must not overcrowd employee rooms and must not exceed occupancy requirements. The Concessioner must furnish employee rooms adequately to serve the number of occupants.
 - (g) Subletting housing units is prohibited.
 - (h) The Concessioner must annually submit for Service approval its rates for employee housing and meal program for all facilities by March 1. The Concessioner must manage its employee housing rental and meal program on a cost-recovery basis. The Concessioner must ensure that room and board charges do not exceed earnings because of mandatory work reductions.
- (2) Employee Food Service
- (a) The Concessioner must develop and implement a written employee dining policy, the contents of which are subject to the approval of the Superintendent no later than 45 days after the Contract effective date. The employee dining policy must specify rates for employee meals.
 - (b) The Concessioner's employee food service will provide a high-quality, nutritionally-balanced, varied food assortment accommodating a variety of diets, including vegetarian, and incorporate healthy ingredients and healthy food preparation techniques. The menu must contain at least one main dish entrée and one vegetarian alternative at each meal.
 - (c) The Concessioner must provide food service to accommodate employee work schedules.
 - (d) The Concessioner must offer meals three times a day for employee dormitory residents and may offer meals to employees who choose to eat at the employee dining room, but do not reside in the Area.
- (3) Employee Recreation Program. The Concessioner must offer a variety of appropriate recreational activities for its employees. The Concessioner must submit for Service review no later than 45 days after the Contract effective date a description of the planned activities, which may include recreation facilities, opportunities to socialize, and transportation options. The employee recreation program policy must designate what rates, if any, would apply to employees and their families to use recreation facilities or attend functions.
- (4) Employee Amenities: At a minimum, the Concessioner must provide employee common areas and recreation rooms with quality furniture (couches, tables, and chairs); wireless internet; and televisions with satellite service (or equivalent), DVD players, and DVD library. The Concessioner must equip dorms and shared laundry facilities with bulk amenity dispensers of body wash, shampoo, and conditioner in showers; soap and lotion dispensers at sinks; filtered water station; washers and dryers free of charge; bulk laundry soap dispenser; and an iron and ironing board.

H) Public Relations and Providing Area Information

The Concessioner must accurately inform and educate the public on many topics throughout all operations, services, and Concession Facilities, including answering questions, clear directional signage for the property (for walking and parking) and labels on menus and sales merchandise, and marketing.

- (1) Required Notices. The Concessioner must post the following notices prominently 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
Zion National Park
State Route 9
Springdale, UT 84767-1099

- (2) 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, including the request to use the Mark, as provided on <https://www.nps.gov/subjects/concessions/cti.htm>.
- (3) Signs. The Concessioner must ensure all signs, including interpretive information, are professionally made, not hand-printed, and kept clean and well-maintained. All signs will be subject to Service review and approval.
 - (4) Advertisements and Promotional Material. The Concessioner must only distribute promotional material about services and facilities within the Area unless the Service approves exceptions. Additionally, the Concessioner must only display promotional material of its services within Area visitor centers or campgrounds with prior approval from the Service.
 - (a) The Superintendent must approve all promotional material prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Service at least 30 days prior to publication, distribution, broadcast, etc. to establish specific time frames for each project review. The Superintendent may require the Concessioner to remove all unapproved promotional material.
 - (b) Statements in Promotional Materials
 - (i) Advertisements for the Concessioner must include either the Authorized Concessioner Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Zion National Park.
 - (ii) Advertisements for employment must state that the Concessioner is an equal opportunity employer.
 - (c) Marketing Methods. The Concessioner must use a variety of marketing tools in order to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e. brochures, newspaper, etc.).
 - (i) The Concessioner must maintain an internet website, which includes, at a minimum, a description of its visitor services, rates, policies, and a link to the National Park Service website.
 - (ii) The Concessioner must monitor its social media pages for offensive postings or inappropriate activities, and remove offensive, inappropriate, or inaccurate postings immediately upon discovery.
 - (5) Media Inquiries. The Concessioner must refer to the Area's Public Information Officer all media inquiries, including interviews, concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area. However, media interviews and visits to Concession Facilities to report on Concessioner operations may be done with a courtesy notification to the Public Information Officer.
 - (6) Non-Personal Interpretive Services
 - (a) Informational and Interpretive Materials. The Concessioner must actively pursue a non-personal interpretive program. The Concessioner must explore a wide array of methods for conveying interpretive messages to visitors on Area themes and topics such as resource protection, appreciation of Area values, visitor safety, cultural history, and Service goals. (See Attachment B: Area Interpretive Themes.) The Concessioner must provide such interpretive messages in retail, lodging, and food service facilities on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Superintendent will review and approve all interpretive materials prior to public distribution.
 - (b) Locations. The Concessioner must incorporate Area interpretive themes into the interior decors at retail, lodging, and food service facilities.
 - (c) Service Messaging. The Concessioner must make available appropriate areas within the Concession Facilities, both interior and exterior locations, to post Service-generated interpretive and safety messages in various mediums, including bulletin boards and digital displays.
 - (d) Maps and Guides. The Concessioner must provide Area information at the lodging reservation desk and retail outlet counters.

I) Environmental Management Program

The Concessioner must develop, maintain, and implement its own documented Environmental Management Program (EMP) in accordance with the *Service Environmental Management Standards for Concessioners* located on the NPS Concessions website. The Concessioner must submit to the Service an initial EMP within 60 days of the Contract effective date. The Concessioner must submit to the Service its updated EMP and a summary of its EMP performance for the previous year annually by **March 1**.

- (1) Environmental Report. The Concessioner must provide an Environmental Report with its annual EMP update that includes the following:
 - (a) The status of goals, policies, and procedures included in the Environmental Management Program (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.

J) Risk Management Program

- (1) The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP) in accordance with Service Risk Management Program Standards for Concessioners located on the NPS Concessions Website. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws, including but not limited to the Life Safety Code, National Fire Prevention Association 101. The Concessioner must submit its initial RMP to the Superintendent within 60 days of the Contract effective date. The Concessioner must submit its updated RMP to the Superintendent annually by March 1.
- (2) Safety Representative. The Concessioner must designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person must have the authority to make decisions within the Concession Facilities in regard to safety concerns. The Safety Representative is encouraged to participate on the Area's Safety Committee.
- (3) Emergency Evacuation Plan. The Concessioner must develop and maintain a written Emergency Evacuation Plan in accordance with Applicable Law and submitted with the RMP. The Plan must include, at minimum, evacuation procedures for visitors and employees from Concession Facilities and from Zion Canyon as conditions warrant and as directed by Area emergency services staff, and procedures for safeguarding valuables. 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.
- (4) Employee Accident/Injury Report. Annually by March 1, the Concessioner must provide the Service with a list and brief description of employee injuries and accidents, including employee lost days, that incurred during the previous year. Additionally, the report must include a comparison of that year's data to previous years.
- (5) Visitor Acknowledgment of Risk. The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities to sign an Acknowledgment of Risk form. Acknowledgment of Risk forms must comply with current NPS requirements, as these may be amended during the term of the contract. An NPS-approved sample Visitor Acknowledgment of Risk form is available from the NPS.

K) Protection and Emergency Services

- (1) General. The Concessioner must manage its facilities and employees to minimize the potential for the need to involve Service law enforcement personnel in resolving issues. This includes minimizing concerns with theft, property damage, and minimizing the risk that conflicts escalate.
- (2) Security
 - (a) Concessioner Responsibility. The Concessioner will assume security responsibilities for Concession Facilities, valuables (cash, equipment, etc.), and visitor and employee financial and personal identity information on a 24-hour, 7-day per week schedule. Management practices could include safes, alarms, video surveillance, proper cash handling, and auditing procedures. Concessioner-employed security personnel will enforce the Concessioner's employee policies and housing regulations.

- (i) Authority. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They may assist Service Law Enforcement as requested by those officers and may not carry firearms.
- (ii) Reporting Criminal Violations. The Concessioner must implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to Zion National Park Dispatch Center at (435) 772- 3322 for emergency line or (435) 772-0178 for non-emergency line or 911 if the Dispatch Center is closed.
- (iii) Door Locks. The Concessioner must routinely maintain and test door locks, including on guest room doors, to ensure effectiveness.
- (iv) The Concessioner must post emergency contact information in each lodging room and bulletin boards.
- (b) Service Responsibility
 - (i) Authority. The Service has jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health and structural fire. The Service provides resource, employee and visitor protection and conducts law enforcement patrols within the Concession Facilities.
 - (ii) The Service provides law enforcement services, in coordination with the Washington County Sheriff's Office, for issues that extend beyond the appropriate duties of Concessioner security personnel.
- (3) Structural Fire Prevention, Protection, and Suppression. All requirements regarding this topic are in the Maintenance Plan.
- (4) Emergency Medical Care. The Service provides initial response to emergency medical situations. Concession employees may provide emergency medical care only to the level of their certification.
 - (a) All medical emergencies will be reported to the Zion National Park Dispatch Center at (435) 772- 3322 for emergency line or (435) 772-0178 for non-emergency line or 911 if the center is closed.
 - (b) The Concessioner must train all its employees in proper emergency reporting procedures, including how to provide essential information, e.g., a call back number at their location. The Zion National Park Dispatch Center will dispatch rangers and emergency personnel.
 - (c) The Concessioner must encourage all its employees to attend and certify in emergency medical training, including cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED) and first aid.
 - (d) The Concessioner must have and maintain at least one AED located at the Front Desk at the Zion Lodge. The Concessioner must ensure front desk and security personnel are trained in use of the AED.

L) Utilities (Concessioner)

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

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, such as electricity, telephone, internet, solid waste removal, and fuel services.
- (2) The Concessioner must not charge a utility add-on to visitors.
- (3) The Concessioner must develop and submit for Service approval within 120 days following the Contract effective date, and update as needed, a Power Outage Plan detailing how it will conduct operations during a power outage. The Concessioner's Power Outage Plan must include the following at minimum:
 - (a) preparation in anticipation of an outage
 - (b) how concession operations will be modified during an outage, including how operations may change as an outage continues over a period of time
 - (c) how visitors and employees will be informed of and provided for during an outage
 - (d) how the Concessioner will ensure safety
 - (e) how the Concessioner will recommence full operations when power service returns

M) Utilities (Service)

- (1) The Service provides to the Concessioner the following utilities: water and sewage. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will establish rates for these utilities annually, based on a yearly review of actual operating costs for utilities, and notify the Concessioner in writing at least 90 days prior to rate changes.
- (3) The Service may cease to provide a particular utility service if such service is publicly available and the Service decides to switch to a public utility.

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) Lodging

- (1) Standards. The Service will evaluate the lodging facilities using the Midscale lodging standards (10-LGM). Additional standards and requirements are below.
- (2) Minimum Services
 - (a) General room description. The Service considers all lodging units within the Area to be at the midscale classification level, which include enhancements and amenities beyond a simple or "basic" level and coordinated, decorative appointments that provide an overall feel of reasonably modern, inviting comfort.
 - (b) Number and Types of Rooms. The Concessioner will provide a maximum of 122 lodging rooms (82 motel rooms (including suites) and 40 cabins). The maximum number of pillows is 304 for lodge motel rooms, 239 for Western cabins and 18 for lodge suites.
- (3) Required Amenities
 - (a) In addition to the amenities listed in the standards (10-LGM), each room must have the following minimum amenities.
 - (i) Drinking Glasses (glass, rather than plastic)
 - (ii) Bulk soap, shampoo, and lotion dispensers
 - (iii) One extra blanket per bed
 - (iv) Iron and ironing board available upon request (irons must have automatic shut-offs)
 - (b) Televisions. Televisions are prohibited in the western cabins.
 - (c) In-room Information. Each room must include the following at minimum:
 - (i) An Information Packet, pre-approved by the Service, that lists facilities, services, and activities available throughout the Area
 - (ii) A comment card and instructions on how a visitor may register their satisfaction digitally
 - (iii) Signage using universal symbols and information explaining that all indoor facilities are non-smoking
 - (iv) Signage using universal symbols and information explaining that feeding wildlife is prohibited and detrimental and reminding visitors to not leave unattended food, beverages, or coolers on porches and balconies.
 - (d) The Concessioner must also communicate the non-smoking policy and prohibition of feeding wildlife in all advertising, at check-in, and on the Concessioner's website.
 - (e) The Concessioner may offer for rent low-sound volume DVD players or similar devices and family-appropriate DVDs.

- (f) Telephone Services. The Concessioner must provide telephone services (either in-room or house phones) with public access to long distance services. The Concessioner must prominently post approved rates on or adjacent to telephones.
 - (g) Wireless Internet. The Concessioner must provide free Wi-Fi at its own expense to its guests, at a minimum, within lodging units, to the degree feasible with the current infrastructure and technology.
 - (h) Electric Vehicle Charging Station (EVCS). On the effective date of the Contract, the Concessioner must provide at least one EVCS at the Lodge and may accept payment at approved rates for its use. After the completion of CFIP #6 (see Draft Contract, Section 9d(2)), the Concessioner must provide at least two EVCSs with two plugs at the Lodge.
 - (i) Guest Room Cleanliness. At a minimum, the Concessioner must clean each guest unit thoroughly with complete bed and bath linens changed between stays or upon request, and with daily housekeeping service for multiple-night stays if requested. Fresh linens and bathroom supplies must be available upon request.
- (4) Exclusions to Service Specific Operation Standards 10-LGM
- (a) The Service will exclude the following standards:
 - (i) Televisions (not allowed in Western Cabins)
 - (ii) Iron/Ironing Boards (not required in each room, but must be available upon request)
 - (iii) Kitchenettes (not applicable)
 - (iv) Coin-Op Laundry (not applicable)
 - (v) Bell Services (not required)
 - (vi) Baggage Storage (not required)

B) Food and Beverage

- (1) Standards. The Service will evaluate Zion Lodge Dining Room and the Beverage Bar using the Food and Beverage (Family Casual) Standards (10-FBF) and the Quick Service Restaurant and Outdoor Drink Cart using the Food and Beverage (Quick Service) Standards (10-FBQ). Additional standards and requirements are below.
- (2) General Food and Beverage Requirements
 - (a) Public Health. The Concessioner must conform to all food preparation, storage, transportation, and dishwashing procedures as listed in the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
 - (i) Food Safety Plan. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan that covers safe food storage, handling, and preparation. The Concessioner must provide its initial Food Safety Plan to the Service within 60 days following the Contract effective date and as updated.
 - (ii) Food Safety Certification. The Concessioner must have at least one full-time certified food safety manager on duty during kitchen operations who holds certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent. Employees preparing and handling food must have appropriate food-handlers training.
 - (iii) Allergens. The Concessioner must notify guests of potential contamination linked to common allergies, including but not limited to peanuts, seafood, milk, and wheat. The Concessioner must have available the ingredient list for all menu items.
 - (iv) The Concessioner must not sell food that has exceeded the producer's "Do not sell after" date.
 - (b) Menu Development and Food Product Served
 - (i) The initial Core Menu for the Dining Room is included as Attachment A. Any suggested changes to the Dining Room Core menu must be submitted to the Superintendent in writing for review and approval at least 30 days prior to implementation. For the Quick Service Café and Beverage Bar, the Concessioner must submit its suggested core menu in writing to the Superintendent for approval by March 1 of the first year of the contract, and as changes are requested thereafter. The Quick Service core menus must contain a range of options including healthy options, vegetarian, vegan, low-cost, etc.

- (ii) Food Choice. The Concessioner must comply with the NPS Healthy Food Choice Standards and is encouraged to comply with Sustainable Food Choice Guidelines. To the extent possible, appropriate, and feasible, the Concessioner must purchase regionally grown and environmentally friendly products, e.g., shade grown coffee, Wild Alaska salmon, local or regional conservation meat.
- (3) Family Casual Restaurant (Zion Lodge Dining Room) – minimum services
 - (a) Description. The Concessioner must operate the Zion Lodge Dining Room within the family casual classification, which the Service defines as guests are seated and served by wait staff; service is casual, relaxed, and relatively fast; menu offers a wide selection; and table settings are basic and simple.
 - (b) Seating. The dining room capacity is currently authorized at 240 seats. The Concessioner may not expand this capacity without the prior approval of the Service.
 - (c) Deck Area. The Concessioner provides outdoor seating on the adjacent deck. No speakers or other sound projection devices are authorized in the deck area.
 - (d) Management. The Concessioner will ensure that a manager or other key personnel are visible in the restaurant during peak service hours.
 - (e) Host Area. The Concessioner must provide an efficient queuing system for guests waiting for a table.
 - (f) Menu. The Concessioner must offer a menu with a range of food and prices that accommodates for a wide variety of visitors. The Concessioner must include the Area's core menu items (Attachment A to this Operating Plan).
 - (i) Concessioner must train its wait staff to respond to visitors' questions regarding dietary restrictions, and where possible, accommodate those restrictions.
 - (ii) Beer and wine alcoholic beverage service must be available for lunch and dinner.
 - (g) Liquor laws. The Concessioner must have at least one full-time manager who has attended a liquor law training program and is knowledgeable of the Utah laws regarding the purchase, serving and selling of alcoholic beverages. The Concessioner must train appropriate employees in the responsible practices of serving and selling alcoholic beverages.
 - (h) Facility use. The Concessioner must not use Concession Facilities to provide catering services outside the Area without the prior written approval of the Superintendent. Special events, receptions, banquets, and groups may be hosted in the restaurant as long as the general public is not displaced.
 - (i) Hours of operation. The Concessioner must offer continuous service/seating from 6:30 am through 10:00 pm year-round.
 - (j) Reservations. The Concessioner may not accept reservations for breakfast and lunch. Seating for breakfast and lunch must be first come, first served (with allowances made for up to 30 seats at each meal at one time for tour groups). For dinner, the Concessioner must maintain a minimum of 30% of all seating as available for reservations and maintain not less than 10% of all seating on a first come, first served basis.
 - (k) Beverage Bar. Employees serving alcohol must receive appropriate alcohol service training, such as ServSafe or equivalent training.
- (4) Quick Service Restaurant – minimum services
 - (a) Description. The Concessioner must operate the Quick Service Restaurant within the quick service classification, which the Service defines as grab and go or counter service with usually limited menu items.
 - (b) Seating. The Concessioner must provide outdoor seating and tables in the adjacent patio area. Providing indoor seating is optional.
 - (c) Name. The Concessioner must submit its proposed name for the quick service café within 30 days of the effective date of the Contract for Service review.
 - (d) Hours of Operation. The Concessioner will determine the hours and dates of operation and must submit them to the Service for review and written approval prior to the operating season. Section 3)A)(2) of this Operating Plan defines the minimum operating hours.
 - (e) Queuing. The Concessioner must provide an efficient queuing system for the Quick Service counters.

- (f) Menu. The Concessioner must offer a selection of hot and cold food and beverages, at a variety of price points accommodating a variety of visitors. Menus may, but do not have to, overlap with options available on the full service restaurant menu. The Concessioner may serve beer and wine.
 - (g) Serviceware. The Service prefers environmentally sustainable disposable paper products and plastic utensils. Styrofoam plates and cups are not allowed.
 - (h) The Concessioner is responsible for trash disposal and cleanliness in the patio area. The Concessioner must pressure wash area trash cans and the patio on a weekly basis during the operational season for the Quick Service Restaurant. The Concessioner must place mats or like items in front of area trash cans to assist with keeping patio areas clean.
 - (i) The Concessioner must maintain an exterior, free of charge, water dispensing station for visitor use.
 - (j) Outdoor Drink Cart. The Concessioner may operate an outdoor drink cart on the patio adjacent to the quick-service café. The drink cart will offer beer, soda, and other beverages as products approved by the Service, as well as prepackaged snacks.
- (5) Exclusions to Service Specific Operating Standards
- (a) Exclusions to Service Specific Operation Standards 10-FBF (Family Casual).
 - (i) Facility Exterior standards (Evaluated with lodging under 10-LGM).
 - (b) Exclusions to Service Specific Operation Standards 10-FBQ (Quick-Service Restaurant).
 - (i) Facility Exterior standards (Evaluated with lodging under 10-LGM).
 - (ii) Public Areas-Interior standards (Evaluated with Lodging 10-LGM or Family Casual 10-FBF)
 - (c) Exclusions to Service Specific Operation Standards 10-FBQ (Coffee/Wine Bar)
 - (i) Facility exterior standards that are evaluated under other operations.
 - (ii) Public Areas-Interior standards (Evaluated with Lodging 10-LGM of Family Casual 10-FBF).
 - (iii) Emergency lighting (Evaluated with lodging under 10-LGM).
 - (iv) Fire alarm pull boxes (Evaluated with lodging under 10-LGM).
 - (v) Carbon Monoxide detectors (Evaluated with lodging under 10-LGM).
 - (vi) Self-Service Beverage Areas
 - (vii) Trays
 - (viii) Dining Area
 - (ix) Grease Traps/Grill Hoods

C) Retail

- (1) Standards. The Service will evaluate using Retail Standards (10-RET). Additional standards and requirements are below.
- (2) General Retail Requirements
 - (a) Required Retail Merchandise. The Concessioner must feature a broad range of gifts and souvenirs to provide visitors with opportunities to buy inexpensive as well as fine art items. The gift shop must offer items that have a direct relationship to Zion National Park, its environs, history, or other related natural or cultural topics. The Superintendent has the right to review and approve all merchandise sold in the Area. The Superintendent may determine certain items inappropriate and unacceptable for sale, which the Concessioners must remove from sales area immediately. Additionally, the Concessioner must offer:
 - (i) Merchandise exclusive to the location,
 - (ii) A limited selection of sporting goods, recreational equipment, including reusable water bottles, and clothing to meet the needs of visitors who may have forgotten items, need additional items for personal safety, or need emergency replacements, and
 - (iii) A range of products in the categories of core visitor convenience items.
 - (b) Merchandise Plan. The Concessioner must develop and implement its own merchandise plan as per Sec. 3(d)(3) of the Contract, that incorporates the Area's interpretive themes, Service guidelines and Service standards, environmental issues, and educational themes, as well as

the standards stated in this Operating Plan. The Concessioner must submit its Merchandise Plan to the Service for review and approval no later than 120 days after the Contract effective date and thereafter when the Concessioner revises the plan. It must address the following:

- (i) Making environmentally preferred products available for sale to Area visitors;
 - (ii) Integrating pollution prevention and waste-reduction objectives and strategies into its sales operation;
 - (iii) Sales mix and types of merchandise;
 - (iv) An efficient space layout to improve visitor flow;
 - (v) Display standards and stocking requirements;
 - (vi) Finding, purchasing, displaying, and selling local products, including Authentic Native American Handicraft items representing Area and regional themes, including crafts by local Native American artists; and,
 - (vii) Purchasing, stocking, displaying and selling gifts, souvenirs, and convenience items.
- (c) Merchandising. The Concessioner must contribute to the understanding of the Area and related environmental and cultural values. The Concessioner must prominently display items of interpretive value in natural, cultural, and environmental education. Wherever possible and appropriate, the Concessioner must attach informational tags or shelf signs to the sales items to show the item's relationship to Area themes (see Attachment B).
- (d) Made in America Items. The Service encourages the stocking of locally produced items. The Service does not prohibit foreign-made merchandise, but it must not dominate the retail space.
- (e) Authentic Native Handicrafts. The Concessioner must ensure that all Authentic Native Handicrafts have appropriate certification, in accordance with all Applicable Laws and Regulations, including Indian Arts and Crafts Act of 1990, 25 U.S.C. § 305, et. seq., and 36 C.F.R. § 51.83. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Authentic Native Handicraft items in accordance with Service policy. These records will provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handicraft items for which it claims exception to franchise fee. Native American Handicrafts offered for sale must focus specifically on the Area's themes and reflect the cultural, historical, and geographic characteristics of the Area..
- (f) Prohibited Retail Merchandise. The Service may prohibit the sale of any merchandise in the Area determined inappropriate and unacceptable for sale. In addition to the prohibited items listed in the standards, the Concessioner must not sell or display the following items:
- (i) Tobacco products
 - (ii) Fossils or other inappropriate earth products
 - (iii) Biological products including animal bone, skin, teeth, or other parts; plant materials that could be released within the Area or without sealed packaging
 - (iv) Weapons, including toy versions of firearms
- (3) Vending and Automated Teller Machines (ATMs). If provided by the Concessioner, the Service will evaluate vending and ATM service as part of its evaluation of retail services. The Concessioner must locate the machines in areas convenient to the public and subject to Service approval. The Concessioner must use machines with a design and color that complement the aesthetics of the building and surroundings. The machines must be adequately illuminated, but will not contribute to night sky light pollution. The Concessioner must post signs that direct visitors where to go to seek a refund or other assistance. Any income received must be included in gross receipts.
- (4) Internet sales. Merchandise sales conducted over the internet by the concessioner which relate to or are derived from the Concessioner's Area operations are considered within the scope of the Contract. They must be conducted in accordance with the Contract, Operating Plan and the merchandise plan including the requirements concerning sale of preferred and acceptable merchandise. Products available on-line must also be offered in the Concessioner's in-park

- shops. Labeling and display should comply with the applicable requirements, as appropriate given the electronic medium. Revenue from these internet merchandise sales is subject to the Contract franchise fee payment.
- (5) Exclusions to Service Specific Operating Standards 10-RET. The Service will exclude the following standards.
 - (a) Facility Exterior standards (Evaluated with lodging under 10-LGM).
 - (b) Public Areas-Interior standards (Evaluated with Lodging 10-LGM or Family Casual 10-FBF)
 - (c) Perishable Food Storage, Preparation, and Service Area (not applicable)
 - (d) Alcohol (not applicable)

D) Step-on Guides (Authorized)

- (1) The Concessioner may provide step-on guide service, where a tour guide may be hired to accompany a private tour group, in their vehicle, to provide interpretive programming. Step-on guide service originates and terminates at the Lodge.
- (2) Standards. The Service will evaluate step-on guide service using Guided Land Tours Standards (10-GLA). The Concessioner will be exempt from all standards except those under the services, interpretation, personnel, and rates categories.
- (3) If the Concessioner chooses to provide step-on guide service, it must include its rates for such services in a rate request for the review and approval of the Service.
- (4) Concession employees who serve as guides to visitors must provide accurate and appropriate thematic programs on the Area. The Concessioner must develop and submit to the Service for approval its interpretive program.
- (5) Step-on guides must attend Service interpretive training and/or Annual Commercial Use Authorization Guides Days provided by the Service.

E) Open-Air Tram Tours and Trailhead Shuttles (Authorized)

- (1) *Open-Air Tram Tours*. The Concessioner may provide open-air tram tours as an authorized service, at rates and on a schedule as approved by the Service.
- (2) Standards. The Service will evaluate open-air tram tours using Guided Land Tour Standards (10-GLA). The Service will exclude the following standards:
 - (3) Ticket Office Exterior and Interior (Evaluated with lodging under 10-LGM).
 - (4) Public Areas-Interior standards (Evaluated with Lodging 10-LGM or Family Casual 10-FBF)
 - (5) Safety (as it relates to facilities) (Evaluated with Lodging 10-LGM)
 - (6) Maintenance Area/Building (Evaluated with Lodging 10-LGM or Employee Housing 10-EHO)
 - (7) Camping - Overnight Trips (not authorized)
 - (8) Food and Beverage – Day trips (not authorized)
- (a) The Concessioner operated open-air tram tours will operate along a three-mile stretch of Zion Canyon between the Zion Lodge and the Temple of Sinawava. It will make two stops, the first at the Temple of Sinawava and the second at the large pullout directly south of the Big Bend Shuttle stop, which is off the southbound lane while traveling in the southbound lane. The Service may consider additional routes that originate and terminate outside the Area.
- (b) Open-air tram tours may operate during daylight hours between March and November. The Service may consider additional operational times between December and February.
- (c) The Service will review annual use with the Concessioner to ensure open-air tram operations do not interfere with the Service's management objectives.
- (d) Interpretive Services. The tour will be narrated by a concession employee who provides Service-approved general information on geology, natural resources and cultural history as identified in the Area's interpretive themes (see Attachment B).
- (e) The open-air tram is authorized to park and load/unload only in areas authorized by the Service.
- (f) The open-air tram may not interfere with Area interpretive programs to include Area interpretive shuttle/bus tours. Area interpretive shuttle/bus tours have priority over Concessioner open-air tram tours.

- (g) The open-air tram tour must meet Area soundscape requirements and may not use sound projecting equipment. Wireless headphones are recommended. All audio projection equipment will need to receive Service approval prior to use and implementation.
 - (h) Open-air tram tours are not authorized to include guided hiking.
 - (i) Driver Training. The Concessioner must develop a detailed, Service-approved driver-training program including operational guidelines and performance standards.
- (9) Trailhead Shuttles. The Concessioner may provide transportation between Zion Lodge and Area trailheads and viewpoints as an authorized service at rates and on a schedule as approved by the Service. If offered, the Concessioner will comply with the requirements and authorized locations posted on the Area's website under the Commercial Use Authorization section and "Do Business with Us." The Concessioner's trailhead shuttle vehicles must be the size of a 15-passenger van or smaller.
- (a) Standards. The Service will evaluate Trailhead Shuttles using Guided Land Tour Standards (10-GLA). The Service will exclude the following standards:
 - (i) Ticket Office Exterior and Interior (Evaluated with lodging under 10-LGM).
 - (ii) Public Areas-Interior standards (Evaluated with Lodging 10-LGM or Family Casual 10-FBF)
 - (iii) Safety (as it relates to facilities) (Evaluated with Lodging under 10-LGM)
 - (iv) Maintenance Area/Building (not applicable)
 - (v) Camping - Overnight Trips (not authorized)
 - (vi) Food and Beverage – Day trips (not authorized)
 - (vii) Environmental Protection (not applicable)
- (10) If the Concessioner chooses to provide open-air tram tours and other transportation services, it must include its rates for such services in a rate request for the review and approval of the Service.
- (11) Availability. The Concessioner must clearly display information regarding the availability, routes, and rates of a trail head shuttle or open-air tram tour in public areas and on Concessioner's website.
- (12) Vehicle Inspections. Shuttle and open-air tram vehicles must undergo regular inspections by the Concessioner or applicable party to ensure compliance with all Applicable Laws. The Concessioner must maintain written records verifying the completion of such inspections and present them to the Service upon request. The Concessioner must perform daily safety checks of brakes, signals, lights, and other safety equipment and ensure proper safety equipment is present. The Concessioner must use policies and procedures to ensure it corrects vehicle problems identified through the daily inspections before placing the vehicle back into service.
- (13) Registration and insurance documentation must be carried within the vehicle at all times.
- (14) Emergency and Breakdown Equipment
- (a) Fire Extinguishers. All Concessioner vehicles must have fire extinguishers suitable for use on all classes of fires in compliance with National Fire Protection Association (NFPA) standards and local codes.
 - (b) The Concessioner must have a well-stocked first-aid kit, accessible to employees and passengers, in each shuttle vehicle.
 - (c) The vehicle must carry at minimum flares, roadside reflectors, flashlight, reflective clothing in case of breakdown or emergency.
 - (d) Each vehicle must have operational horns and signal lights.
 - (e) Every driver must carry a charged and working mobile phone.
- (15) Communication. All vehicles transporting visitors must maintain two-way radio contact with concession dispatchers. The Concessioner must ensure supervisory staff is available to communicate with drivers as necessary.

F) Bicycle Rentals (Authorized)

- (1) Standards. For bike rentals, see the Commercial Services Website (link in the Introduction) for the Recreational Equipment Rentals (10-REN). The Service will exclude the Following Standards:
 - (a) Rental Facility - Exterior (Evaluated with lodging under 10-LGM).

- (b) Public Areas-Interior standards (Evaluated with Lodging 10-LGM or Family Casual 10-FBF)
 - (c) Safety (as it relates to facilities) (Evaluated with Lodging 10-LGM)
 - (d) Camping Set Up Services (not applicable)
- (2) If the Concessioner chooses to provide bike rentals, it must include its rates for such services in a rate request for the review and approval of the Service.
 - (3) The Concessioner may rent Class 1 electrical bicycles, as defined in 36 CFR § 1.4, for use in locations designated by the Superintendent's Compendium.²
 - (4) Area of Operation. Bicycles can only be ridden on designated paved roads and the Pa'rus trail.
 - (5) Availability and Hours of Use. The Concessioner may only rent bicycles when the Service's shuttle bus is running full-time. Bicycles are authorized for use from sunrise to sunset.
 - (6) Fleet Size. Maximum rental fleet size is 20 bicycles. Ten bicycles may be in the public view (rental area) at any given time. No more than 10 bicycles may be displayed, rented or in circulation at any given time. Concessioner must demonstrate the ability to adequately store bicycles both during and out of the peak season.
 - (7) All bicycles must be returned to the rental shop at Zion Lodge.
 - (8) All bicycles in the rental fleet must be numbered and have corresponding serial numbers that are documented and available to the Service upon request.
 - (9) The Concessioner must equip each bicycle with both front and rear-facing lights, a bell, and a rearview mirror on the handlebar and encourage visitors to use them properly to promote safety.
 - (10) The Concessioner must have helmets available in a range of sizes for all bicycle rental customers and recommend the use of helmets with every rental.
 - (11) Guest Orientation. The Concessioner must provide each rental client a personalized guest orientation that includes, at a minimum, where guests are allowed to ride, recommended use of helmets, daylight hour restrictions, hazards, and use of bells to notify pedestrians of on-coming bicycle.

G) Interpretive Walking Tours (Authorized)

- (1) The Concessioner may provide interpretive walking tours of the Zion Lodge Historic District. Tours must be based on one or more of the Service-identified primary interpretive themes of the Area. Interpretive content must be reviewed and approved by the Service.
- (2) Standards. The Service will evaluate interpretive walking tours using Guided Land Tour Standards (10-GLA). The Concessioner will be exempt from all standards except those under the services, interpretation, personnel, and rates categories.
- (3) If the Concessioner chooses to provide interpretive walking tours it must include its rates for such services in a rate request for the review and approval of the Service.

5) Concessioner Reporting Requirements

A) Concessioner Operational Reporting

The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports, in addition to those set out in Sections 14 and 15 of the Contract, in order to monitor Concessioner activities, understand visitor use, and detect trends. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

- (1) Incident Reporting. The Concessioner must immediately report the following to the Zion National Park Dispatch Center at (435) 772-3322 for emergency line or (435) 772-0178 for non-emergency line immediately, and to the Superintendent or Concessions Management Liaison within 24 hours.
 - (a) Employee or visitor fatality;

² www.nps.gov/zion/learn/management/lawsandpolicies.htm

- (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 (including incidents involving Concession employees);
 - (h) Any motor vehicle accident resulting in property damage, personal injury, or death; and
 - (i) When the 911 system is activated.
- (2) Human Illness Report.
- (a) The Concessioner must report within 24 hours information about any suspected outbreak of human communicable illness, whether employee or guests, to Zion National Park Dispatch Center at (435) 772- 3322 for emergency line or (435) 772-0178 for non-emergency line and to the Concessions Management Liaison.
 - (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:
 - (i) Food related illness complaints;
 - (ii) Gastrointestinal illness; and
 - (iii) Viral outbreaks such as Influenza, COVID-19 or other highly transmissible diseases.
 - (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.
 - (e) The Concessioner must make the initial report by telephone, and then complete and e-mail or hand deliver a copy of "Reporting Human Illness Form" (available from the Service) to the Service Public Health Service Consultant, for investigation. When in doubt, the Concessioner must report the illness.
- (3) Visitor Demographic Data. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (4) 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.
- (5) Operational Performance Report. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month and an annual summary report 60 days after the end of the calendar year. The Concessioner must present the data electronically in a concise spreadsheet capable of viewing and editing in Microsoft Excel or comparable software. The report must include operational and visitor use statistics and financial information for each activity noted below.
- (a) Lodging
 - (i) Gross Revenue for rooms
 - (ii) Gross revenue for amenities (telephone, Wi-Fi, EVCS, DVD/other rentals)
 - (iii) Rooms available and occupied
 - (iv) Average daily rate for core rooms (broken down by room type)
 - (v) Average daily rate for non-core rooms (broken down by room type)

- (vi) Total guest count
- (vii) Total guest vehicle count (reported at check-in)
- (viii) Average length of stay
- (ix) Market segmentation (i.e., individual leisure, tours, group, conference)
- (x) Group Tour Breakdown (per day and summarized by month)
 - (i) Listing of commercial providers with reservations
 - (ii) Total guest count
 - (iii) Average length of stay
- (xi) Reservations turned away (excess Capacity)
 - (i) Commercial
 - (ii) Private
- (b) Food and Beverage – For each outlet
 - (i) Number of covers served by breakfast, lunch, and dinner with corresponding revenues by food service establishment
 - (ii) Average check
 - (iii) Number of events, if any, including revenue and number served
 - (iv) Group Tour Breakdown
 - (i) Listing of groups with reservations (food and beverage)
 - (ii) Total guest count (food and beverage)
 - (iii) Reservations turned away (insufficient capacity)
- (c) Retail - For each outlet
 - (i) Gross revenue
 - (ii) Number of in store/retail transactions
 - (iii) Revenue by merchandise category (e.g. Authentic Native Handicrafts, gifts and souvenirs, general merchandise, convenience, apparel, Made in USA items)
 - (iv) Average retail check
 - (v) Revenue from vending and ATM machines
 - (vi) Revenue from Internet merchandise sales
- (d) Transportation (if provided)
 - (i) Gross revenue
 - (ii) Number of trips by type (on-demand open-air tram tours, scheduled transportation, guided land tour, etc.)
 - (iii) Number of customers served
 - (iv) Group Tour Breakdown
- (6) Insurance Certificates. The Concessioner must submit annually, no later than the expiration of its current policies, to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.

B) Concessioner Financial Reporting

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

- (1) Franchise Fee Payments. Within fifteen (15) days after the last day of each month that the Concessioner operates, the Concessioner must make payments due to the Service through electronic funds transfers, such as Pay.Gov, or updated system dictated by the Service.
- (2) Franchise Fee Report. Within fifteen (15) days after the last day of the month that the Concessioner operates, the Concessioner must notify the Service via email of the date and amount of franchise fee payment as well as the amount of gross receipts and authorized deductions on which the fee was calculated.

C) Summary of Initial and Recurring Due Dates

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

Maintenance Plan requires reports in addition to the reports listed below, which are listed and summarized in the Maintenance Plan.

| Title | Schedule | Due Date |
|---|----------------------------------|---|
| Schedule of Operations | Annually | December 1 for the next year |
| Quick Service Core Menu | As updated | March 1 |
| Rate Change Request | As updated | At least 60 days prior to implementation |
| Initial Rate Request | Initial | Within 30 days following the Contract effective date |
| Group Booking Policy | Initial and Annually, if updated | Within 120 days following the Contract effective date; March 1 |
| Lost and Found Policy | Initial and Annually, if updated | Within 60 days following Contract effective date; July 1 |
| External Regulatory Agency Notices of Violation | Per occurrence | Within 10 days of receipt |
| Possession of Firearms Policy | Initial | Within 60 days following Contract effective date |
| Visitor Satisfaction Monitoring Report | Monthly and Annually | By the 15 th of each month following receipt; February 15 for preceding year |
| Gate Card Inventory | Annually | December 31 |
| Employee Transportation Policy | Initial | Within 90 days following Contract effective date |
| Manager Contact List | Initial | Within 30 days following Contract effective date |
| Uniform Standards | As updated | At least 30 days prior to implementation |
| Employee Handbook | Initial and as updated | Within 60 days following Contract effective date; At least 30 days prior to publication and/or distribution |
| Employee Housing Agreement and Housing Rules | Annually | March 1 |
| Rates for Employee Housing and Meal Program | Annually | March 1 |
| Employee Dining Policy | Initial | Within 45 day following Contract effective date |
| Employee Recreation Program Plan | Initial | Within 45 days following Contract effective date |
| Request for Review of Promotional Material | As needed | At least 30 days prior to implementation |
| Environmental Management Program | Initial and Annually | Within 60 days following Contract effective date; March 1 |
| Risk Management Plan | Initial and Annually | Within 60 days following Contract effective date; March 1 |
| Employee Accident/Injury Analysis | Annually | March 1 |
| Power Outage Plan | Initial and as updated | Within 120 days following the Contract effective date and as updated |

| Title | Schedule | Due Date |
|--|------------------------|--|
| Food Safety Plan | Initial and as updated | Within 60 days following the Contract effective date and as updated |
| Core Menu Change Requests | As updated | At least 30 days prior to publication and/or distribution |
| Quick Service Core Menu | Initial and as updated | March 1; as needed thereafter |
| Merchandise Plan | Initial and as updated | Within 120 days following Contract effective date; as updated |
| Incident Reporting | Per occurrence | To the Service with 24 hours |
| Human Illness Report | Per occurrence | To the Service with 24 hours |
| Operational Performance Report | Monthly | By the 15 th day after the final day of each month of operation |
| Operational Performance Summary Report | Annually | Within 60 days following the end of the calendar year |
| Certificate of Insurance | Annually | Prior to expiration of current policies |
| Annual Financial Report | Annually | 120 days from the end of the Concessioner's fiscal year |
| Franchise Fee Report | Monthly | By the 15 th day after the final day of each month of operation |
| Other: | | |

6) ATTACHMENT A - ZION LODGE DINING ROOM CORE MENU

The following represents core menu requirements. The Concessioner has the option to add additional items as part of its non-core menu. Breakfast, lunch, and dinner must all include a vegan and gluten free option.

Breakfast:

- 2 eggs, a side (see below), and bread option (see below)
- Hot Cereal
- Cold Cereal (with option for milk substitute)
- Wheat Cakes with real maple syrup (whole-wheat pancakes/whole-wheat flapjacks)
- Southwestern Style or Regional Dish
- Sides: fresh fruit, yogurt, hash browns
- Bread Options: wheat toast, rye toast, white toast, corn muffin, buttermilk biscuit
- Optional but subject to rate administration: Breakfast Buffet

Lunch:

- 1/4 pound burger
- Vegetarian burger (Impossible brand or other)
- Non-burger vegetarian sandwich (with half sandwich option)
- Non-burger sandwich with meat (with half sandwich option)
- Grilled Cheese
- Salad Entrée
- Soup and Salad Bar
- Pasta Dish (hot)
- Southwestern style or Regional dish (regular and small/half portion size)
- Sides: fresh seasonal vegetables (local preferred), fresh fruit, potato salad.
- Dessert: Cheesecake, in-house prepared cobbler or pie, and healthy dessert item.
- Optional but subject to rate administration: Lunch Buffet

Dinner:

- Chicken Entrée (regular and small/half portion size)
- Trout Entrée
- Pork Entrée
- 8 oz Choice Beef Steak
- Two Pasta Entrees (regular and small/half portion sizes)
- Southwestern style or Regional dish (regular and small/half portion size)
- Vegan dish (regular and small/half portion size)
- Salad Entrée
- Sides: fresh seasonal vegetables (local preferred), fresh fruit, in house prepped and prepared potato side
- Desert: Cheesecake, in-house prepared cobbler or pie, and healthy dessert item.

Drinks:

- Coffee and Decaffeinated Coffee
- Hot Tea and Cold Brewed Tea
- Milk and milk substitute
- Orange Juice (100% real juice)
- Fountain Drinks equivalent but not limited to: cola, diet cola, root beer, orange soda, lemon-lime soda
- A non-alcoholic craft cola, soda, or beverage offering with natural ingredients (not subject to rate administration)

7) ATTACHMENT B – AREA INTERPRETIVE THEMES

Interpretive theme statements convey Area significance. Primary area-wide interpretive themes are the key ideas through which the Area's nationally significant resource values are conveyed to the public. They connect Area resources to the larger ideas, meanings, and values of which they are a part. They are the core component on which the interpretive program is based. Each primary theme will connect to a number of specific stories, or subthemes. These elements are helpful in designing individual services, ensuring that the main aspects of the primary themes are addressed.

The following Five interpretive themes have been identified for Zion National Park:

The geologic features of Zion National Park, including the premier exposure of Navajo sandstone, the brilliantly colored rock layers, and Zion's place in the Grand Staircase, are both scientifically significant and allow us to immerse ourselves within their immense scope of size and time.

The wild and scenic Virgin River and its tributaries are the lifeblood of Zion National Park, continuing to carve with powerful force as they drop uncontrolled through the landscape, to reveal Zion's geologic history, shape its majestic canyons, and provide a unique watery oasis amidst the arid land.

Located at the convergence of three ecoregions, Zion National Park contains a richness and diversity of flora and fauna that belies the park's extreme topography and arid conditions.

The undeveloped vast high plateaus and intimate sandstone canyons of Zion National Park and its designated wilderness provide unparalleled opportunities for a limited number of visitors to experience solitude, adventure, inspiration, and introspection in a natural environment, while creating a backdrop for all to appreciate the importance of protecting wild places.

Zion National Park is the setting for a legacy of generations of people, all of whom lived their lives deeply connected to this landscape.