

**EXHIBIT B**

**OPERATING PLAN**

**1) INTRODUCTION ..... 1**

**2) SERVICES AND OPERATIONS..... 1**

A) LOCATION, HOURS AND SCHEDULE OF OPERATIONS: ..... 1

B) GENERAL..... 1

C) OPERATIONAL EVALUATIONS..... 2

D) RATE DETERMINATION AND APPROVAL PROCESS ..... 2

E) STAFFING AND EMPLOYMENT ..... 3

F) VESSEL ALLOTMENTS ..... 4

G) VESSEL IDENTIFICATION AND CONDITION REQUIREMENTS..... 4

H) ASSIGNED/AUTHORIZED ACCESSES..... 5

I) POWERED BOATS (CHASE BOATS)..... 6

J) DAMAGED EQUIPMENT, SALVAGE AND REPLACEMENT ..... 7

K) FLOATATION DEVICES ..... 7

L) CUSTOMER DAMAGE LIABILITY ..... 7

M) SAFETY INSPECTIONS AND EQUIPMENT..... 7

N) RESERVATION/DEPOSIT/REFUND/ASSUMPTION OF RISK FORMS ..... 7

**3) REPORTS ..... 8**

A) VISITOR USE DATA:..... 8

B) CONCESSIONER ..... 8

C) SERVICE ..... 8

**4) GENERAL OPERATING STANDARDS AND REQUIREMENTS ..... 9**

A) SANITATION..... 9

B) RISK MANAGEMENT PROGRAM ..... 9

C) LOST AND FOUND POLICY ..... 9

D) COMMENT FORMS AND COMPLAINTS ..... 10

E) ADVERTISEMENT / PUBLIC INFORMATION ..... 10

F) PROTECTION AND SECURITY ..... 11

G) ENVIRONMENTAL MANAGEMENT AND CULTURAL PROTECTION ..... 11

H) VOLUNTEERS IN PARKS ..... 11

I) MEETINGS..... 11

**ATTACHMENT 1: HUMAN ILLNESS REPORTING ..... 12**

**ATTACHMENT 2: CONCESSION STATUS REPORT FORM, OZARK NATIONAL SCENIC RIVERWAYS ..... 13**

**ATTACHMENT 3: VEHICLE/EQUIPMENT CONDITION ASSESSMENT AND STANDARDS ..... 14**

**ATTACHMENT 4: COMPETITIVE MARKET DECLARATION RATE APPROVAL FORM ..... 15**

**ATTACHMENT 5: (SAMPLE) VISITOR ACKNOWLEDGEMENT OF RISKS ..... 16**

## 1) **INTRODUCTION**

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

## 2) **SERVICES AND OPERATIONS**

The operation of services authorized by the Contract will conform to the evaluation standards set forth in current National Park Service Concession Guidelines, Risk Management guidelines in NPS-50, and with this Operating Plan. The standards provided are considered to be Service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

### A) **Location, Hours and Schedule of Operations:**

- (1) Business Location and Telephone. This concession will be required to operate from the **Insert District Name Here!** A public contact business telephone number must be provided during the season of operation. An off-season address and telephone number must be provided.
- (2) Hours and Emergency Contact. Hours must be clearly posted for the public. Operating hours, including an after-hours emergency contact number must be provided by the Concessioner to the Superintendent prior to each opening season of operation. The individual at this number must have the authority to provide approved services.
 

Contact Name:	_____
Business Telephone:	_____
Emergency Telephone:	_____
Season of Operation:	_____
Hours of Operation:	_____
- (3) Season and Schedule of Operation. Closure prior to the end of the season requires approval by the Superintendent. The Superintendent must be notified at least two weeks in advance of any proposed closure. Opening earlier or remaining open later than the standard season is encouraged and requires no approval; however, the Superintendent must be kept advised of operating plans.

### B) **General**

- (1) Vehicles: State and Federal requirements must be adhered to.
  - (a) All shuttle buses, vans, and other operation vehicular equipment including tow trailers, used by the Concessioner, will be properly licensed and maintained in a safe operating condition. Required safety equipment must be in all vehicles.
  - (b) In the event a school bus will be put into service, the words "School Bus", the extension "Stop" sign, and all flashing lights must be removed.
  - (c) Equipment must be in sound mechanical condition and have an overall well-maintained, clean and professional appearance. Interior and exterior must be in good to excellent physical condition, and be reasonably free of rust, with no chipped, faded or discolored paint.
  - (d) The Concessioner's identifying information must be prominently displayed. The Concessioner must identify each vehicle with Concessioner's name in a size that allows visual identification from a distance of approximately one-half mile.
  - (e) Authorized NPS personnel will inspect vehicles during periodic inspections as outlined in current National Park Service Concession Guidelines. See Attachment 3, Vehicle/Equipment Condition Assessment and Standards.
- (2) **Equipment:** Concessioners are responsible for inspecting their own equipment to assure that all equipment used in conjunction with concession operations is in good condition with no sharp/rough edges or large dents and

show no signs of warping. Skid plate installation or vessel repair requires a neat, professional appearance. Vessel identification (decal or painted format) must be in good condition with no chipped, torn or faded paint or signs. The Concessioner is required to adhere to the park policy for decal replacement. Authorized NPS personnel will inspect equipment during periodic inspections as outlined in current National Park Service Concession Guidelines. See [Attachment 3](#), Vehicle/Equipment Condition Assessment, and Standards.

- (3) **Rental Agreements:** Use of rental agreements, which includes the information required for Service statistical records, will be mandatory and part of the periodic evaluation. Rental agreements will be printed by the Concessioner in the form approved by the park. A copy of the completed rental agreement will be furnished to the Service by the 25th of each month.
- (4) **Glass Containers:** In an effort to increase safety and reduce hazardous litter within the park, glass food or beverage containers are not permitted in tubes or non-motorized vessels. Areas include the Current and Jacks Fork Rivers and within 50 feet of any river or stream, on trails, or inside caves.
  - (a) Glass containers may be used in designated campgrounds, picnic areas, within vehicles on designated roads, and parking areas.
  - (b) The Concessioner is required to inform visitors of the prohibition of glass on the rivers and actively assist the park with this prohibition through the rental agreement process and orientation programs.

### C) Operational Evaluations

- (1) The Service and the Concessioner shall separately inspect and monitor concession services with respect to Service policy, applicable standards, authorized rates, safety, public health, impacts on cultural and natural resources, and visitor concerns and reactions. The Service will evaluate the Concessioner's operation to ensure public safety and health, identify maintenance and operating deficiencies, and ensure satisfactory service to the general public.
- (2) There will be periodic inspections of Concessioner services by authorized NPS personnel to ensure conformance to operational standards established by current National Park Service Concession Guidelines. The Service may contact location managers at the time of evaluations so that a representative of the Concessioner can accompany the Service evaluator.
  - (a) A minimum of two periodic evaluations on each seasonal concession operation will be conducted annually. The Service will conduct both announced and unannounced evaluations of Concession activities to ensure conformance to applicable standards. Additional evaluations may be performed at the discretion of the Service.
  - (b) "A" and "B" deficiencies, as described below, must be corrected within 15 days unless a different date is agreed to by both parties. "C" deficiencies must be corrected by the next evaluation. Note that "C" deficiencies may affect the first evaluation of the next season. Classification of Elements are as follows:
    - First Priority (A). *Significantly* impacts visitor's enjoyment or well-being.
    - Second Priority (B) *Moderately* affects visitor's enjoyment or well-being.
    - Third Priority (C). *May* result in inconvenience or impairment or visitor's experience if deficient.
- (3) The Concessioner will perform annual fire and safety inspections of all concession vehicles. Written records, verifying the completion of such inspections will be maintained by the Concessioner and available to the Service upon request. Corrections shall be accomplished according to the Risk Management Program.
- (4) The Concessioner must be responsive to dates assigned for correction of deficiencies and improvement abatement plans for correction of identified deficiencies. The Concessioner will meet with Service officials to schedule and prioritize correction of deficiencies and improvement programs resulting from these inspections.

### D) Rate Determination and Approval Process

- (1) The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. A highly competitive market exists within the local area for canoe, kayak, raft and tube rentals and transportation (shuttle) services. A sufficient number of businesses provide similar services in the area resulting in a range of prices and rental equipment. Prices are comparable based on competition and negotiation. Rates for goods and services are established in conformance with the Rate Approval Method guideline in current National Park Service Concession Guidelines, which includes the Competitive Market Declaration Method. Therefore, a Competitive Market Declaration (CMD) will be the rate approval method for this concession operation.

- (2) The Superintendent is responsible for ensuring that rates are reasonable and in compliance with NPS policy and the law. The Superintendent has the authority to approve and rescind rate methods. See Attachment 4, Sample Competitive Market Declaration Rate Approval Form.
- (3) The Concessioner and Superintendent have the responsibility for reviewing visitor complaints and monitoring rates.
- (4) The Concessioner will limit services to those listed in the Contract, within a rate schedule approved annually by the Superintendent.
- (5) The Concessioner will prominently post all rates for goods and services provided to the public.

## E) Staffing and Employment

- (1) Concessioner Hiring:
  - (a) The Concessioner will hire a sufficient number of employees to ensure satisfactory services during shoulder as well as peak visitor seasons.
  - (b) The Concessioner will establish hiring policies, which will include appropriate background reviews of applicants for employment. The Concessioner will not hire any person known to have an outstanding warrant for arrest and will make reasonable efforts to secure this information prior to hiring new employees.
  - (c) All employees dealing with the general public shall either wear a shirt identifying the wearer as concession staff, a ball cap identifying the wearer as concession staff, or a name badge identifying the wearer as concession staff. Employees will project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance. The Concessioner shall take appropriate steps to enforce these rules.
  - (d) No person under 14 years of age may be employed by a Concessioner in any occupation. Persons under 18 years of age may be employed for no more hours than the lowest maximum set all applicable laws.
  - (e) Concessioner must submit to the Service a current list of all employees by May 30 of each year.
  - (f) Drivers of delivery trucks or passenger carrying vehicles shall have a valid Missouri operator's license (which is currently a CDL) for the size and class of vehicle being driven. They shall also meet any additional requirements established by the Missouri Highway Patrol for the vehicle driven or passengers carried.
  - (g) The drivers of shuttle vehicles shall be subject to random drug testing performed by the Concessioner's representative in order to fulfill the requirements of a drug-free workplace.
- (2) Service Employees and Families. The Concessioner shall not employ in any status a Service employee, his/her spouse, or minor children of Service employees without the Superintendent's approval. Employees must submit a written request to the Superintendent. The Concessioner shall not employ in any status the spouse or children of any employee directly involved in program management or who conducts periodic inspections/evaluations.
- (3) Training Program:
  - (a) Park staff may conduct an orientation/training session prior to Memorial Day, at no charge for Concessioners, managers/representatives, and/or their employees. If provided, this will be **required attendance** for Concessioners and their managers. Topics will include safety, resource protection, technical and regulatory information, appreciation of park values, Service goals, hospitality for the service industry, and current National Park Service Concession Guidelines, which emphasizes the operational review program, to managers.
  - (b) If funding and manpower are available, the Service may make instructors and space available in park-presented training courses appropriate for concession managers and their employees when large numbers of concession employees need training,. These may include first aid and defensive driver training.
  - (c) In the event concession employees do not attend the park orientation/ training, the Service will provide a list of applicable competencies to assist the Concessioner in their pre-season orientation of each employee prior to job assignments and working with the public. Concessioner will adequately train employees in safe operating procedures and in park regulations and requirements, which affect their employment and activities while residing and working in the park.
  - (d) The Concessioner will provide hospitality training for employees who have direct visitor contact and/or who provide visitor information.
  - (e) Additional orientation, pertinent to the developed area where the employees are assigned, will be conducted by the Concessioner with Service participation on location, if requested or required.
  - (f) The Concessioner must provide employee training on Ozark National Scenic Riverways, its environment, history, and points of interest. The Concessioner must provide the safety training required by Risk Management policies and procedures.

## F) Vessel Allotments

- (1) The Service reserves the right to regulate, limit, apportion, allocate and/or adjust the Concessioner's authorized allotment of vessels and to withdraw such allotment in whole or in part as may be necessary for resource protection and visitor use and enjoyment. Such apportionment, allocations, or adjustments between authorized Concessioners shall be made on an equitable basis. If a withdrawn allotment of vessels is to be continued, the Superintendent may reassign such allotments to other Concessioners.
- (2) The Superintendent may also determine, establish, and adjust the number of vessels during any day or year and other similar measures of river use as may be consistent with NPS policies. The number of tubes or personal inflatables rented cannot exceed the Concessioner's permitted allotment, at any given time, within the boundary of the park.
- (3) If a Concessioner is unable to continue a business operation, for whatever reason, or wishes to reassign the contract associated with the business operation, the Service must review the assignment or encumbrance pursuant to the regulations.
- (4) The term "canoes" includes inflatable canoes, or any other canoe-like vessel, including rafts, approved by the Superintendent.
  - (a) With the Superintendent's approval, Concessioners may exchange one canoe for one kayak or one johnboat for two canoes. Likewise, with the Superintendent's approval, the Concessioner may exchange two canoes for one 4-6 person raft. Rafts cannot exceed a length of 14 feet.
  - (b) The Concessioner can get approval from the Superintendent to rent up to 10% (Upper Current and Jacks Fork), or 25% (Lower Current) of their total allocation of canoes.
- (5) Number of Vessels:
  - (a) This concession is authorized to rent:
    - \_\_\_\_ Canoes, \_\_\_\_ Kayaks, \_\_\_\_ Rafts (*not to exceed 14'*)
    - \_\_\_\_ Tubes or Personal Inflatables, and \_\_\_\_ Johnboats.

*Note: With the submission of a written request and the Superintendent's approval, Concessioner may exchange 1 canoe for 1 kayak, 2 canoes for 1 raft, or 1 johnboat for 1 raft or 2 canoes.*

- (b) The number of vessels and tubes or personal inflatables authorized by this Contract is the maximum number of vessels allotted to the Concessioner, regardless of type, based on the normal occupancy allowed.
- (c) The Service will not adjust upward the maximum number of vessels, tubes (personal inflatables) or the total occupancy rating based on normal occupancy or U.S. Coast Guard standards. The Concessioner shall not exceed any carrying capacity per vessel type.
- (6) Trading, Borrowing, or Subleasing. Trading or borrowing vessels among Concessioners will not be permitted. Subleasing of vessels or tubes (personal inflatables) among Concessioners within their own district must be supported by rental receipts, applied to the gross receipts reported to the Service, and are subject to franchise fees.

## G) Vessel Identification and Condition Requirements

- (1) Concessioners will be required to identify their vessels in the following manner:
  - (a) **Authorized tubes** or personal inflatables shall be marked with a stripe, patch, cover, or initials using a consistent Concessioner's authorized color, as approved by the Superintendent.
    - Tubes or personal inflatables must be sequentially numbered in at least 3" high block numbers that sharply contrast with its background, allowing visual identification from an approximate distance of 150 feet.
    - Tubes or personal inflatables will be in good condition, free of holes and sufficiently aired. Tube covers will be in good condition with no frayed edges, holes or major fading.
  - (b) **Authorized canoe/kayak/raft** vessels will be identified with decals furnished by the Service and by marking them and related concession equipment (trailers, shuttle vehicles, etc.) with the Concessioner's name, as indicated in the Contract. Service decals shall be placed on both sides at the front and rear of the vessel.
    - Canoe/kayak/raft vessels shall further be identified with the Concessioner's name in decal or painted format in at least 3" high block letters that sharply contrast with its background, allowing visual

identification from an approximate distance of 150 feet. Identification shall be placed on both sides of the vessel.

- All identifying Service or Concessioner decals will be removed when canoes/kayaks/rafts are taken out of service and/or sold. The old decals will be removed by the Concessioner and given to a Law Enforcement Ranger or Concession Specialist who will replace them with new decals.
- (2) Concessioners are responsible for inspecting their own equipment to assure that all vessel identification (decal or painted format) is in good condition with no chipped, torn or faded paint or signs. The Concessioner is required to adhere to the park policy for decal replacement.
  - (3) Canoe/kayak vessels will be in good condition with no sharp/rough edges or large dents and show no signs of warping. Skid plate installation or vessel repair requires a neat, professional appearance. See Attachment 3, Vehicle/Equipment Condition Assessment, and Standards.
  - (4) Canoes rented to anyone who uses a motor, including trolling motor, must be registered in the State of Missouri. The registration number must be clearly visible and meet all state and federal requirements.
  - (5) The Concessioner is required to maintain a list of canoes/kayak/rafts and/or johnboats by manufacturer’s identification number in the event a vessel is stolen and must be identified as the Concessioner’s property.
  - (6) Vessels that do not meet these standards will be removed from service until standards are met. or a replacement, if required.

**H) Assigned/Authorized Accesses**

- (1) Area of Operation:
  - (a) River sections for commercial use will be designated by the Superintendent. Canoe and tube rentals will be restricted to the district/zone in which allotted (see attached Figure 1 diagram). Zone limits may be set, raised, lowered, or eliminated by the Superintendent at any time based on needs for resource protection and visitor use and enjoyment.
  - (b) Concessioners permitted to operate in the Upper Current District (as defined by the River Use Management Plan) will be allowed to use the following river access points only:
    - Tan Vat                      Cedargrove                      Welch Landing
    - Akers Ferry                      Pulltite                      Round Spring
    - Williams                      Jerktail                      Baptist Access
  - (c) The maximum use in daily numbers of canoes for the designated zones are:

District	Zone	River Miles	Weekends & Holidays		Weekday	
			<i>*1 Density</i>	<i>*2 Maximum</i>	<i>*1 Density</i>	<i>*2 Maximum</i>
Upper Current						
	1. Tan Vat – Cedargrove	7.3	27	197	15	110
	2. Cedargrove – Akers	7.7	59	454	30	231
	3. Akers – Pulltite	9.1	70	637	30	273
	4. Pulltite – Round Springs	9.7	40	388	20	194
	5. Round Spring – Two Rivers	18.1	10	180	10	180

*\*1 Number of canoes per mile*  
*\*2 Maximum number of canoes per zone per day*  
*\*Densities are based on research data resulting from river use and perceptions of crowding.*

- (d) Concessioners permitted to operate in the Lower Current District (as defined in the River Use Management Plan) will be allowed to use the following river access points only:
  - Powder Mill                      Roberts Field                      Logyard
  - Beal Landing                      Paint Rock                      Waymeyer
  - Big Spring                      Cataract                      Hickory
  - Hawes                      Raftyard\*

*\*For inner tubes or personal inflatables only.*
- (e) The maximum use in daily numbers of canoes for the designated zones are:

Lower Current	Zone	River Miles	Weekends & Holidays		Weekday	
	6. Two Rivers – Powder Mill	6.9	10	69	10	69
	7a. Powder Mill-Chilton Crk (Weyemer)	19.8	10	198	10	198
	7b. Chilton Creek – Big Spring	11.9	20	238	20	238
	8. Big Spring – Hawes	15.7	10	157	10	157

\*1 Number of canoes per mile

\*2 Maximum level of canoes per zone per day

\*Densities are based on research data resulting from river use and perceptions of crowding.

(f) Concessioners permitted to operate in the Jacks Fork District will be allowed to use the following river access points only:

- Buck Hollow            Bluff View            Blue Spring
- Rymers                 Bay Creek             Alley Spring
- Shawnee Creek        Two Rivers            Round Spring
- Jerktail                Powder Mill           Roberts Field
- Logyard                Culpepper Landing/Horse Camp \*

\* For inner tubes or personal inflatables only.

(g) The maximum use in daily numbers of canoes for the designated zones are:

Jacks Fork	Zone	River Miles	Weekends & Holidays		Weekday	
	9. Prongs – Alley Spring	24.5	16	392	16	392
	10. Alley Spring – Two Rivers	14.9	40	596	30	447

\*1 Number of canoes per mile

\*2 Maximum level of canoes per zone per day

\*Densities are based on research data resulting from river use and perceptions of crowding

(h) Additionally, the Jacks Fork permitted Concessioners may put-in at Pulltite for two (2) day trips originating Monday through Friday only.

(i) The Lower Current permitted Concessioners may put in at Two Rivers for two (2) day trips originating Monday through Friday only.

(j) For trips of three (3) days or longer, any Concessioner may use any river access point.

(2) Put-Ins and Takeouts. Only the approved put-in and takeout locations listed above shall be used for access. The Superintendent may regulate put-in and takeout times and the number of canoes and tubes (personal inflatables) launched at any put-in to avoid congestion. All Concessioners will voluntarily comply with the limits established in the River Use Management Plan. If unable to do so, canoe allocations to be put-in at specific river access points or scheduling of put-ins will be established by the Superintendent.

(3) Stockpiling: Stockpiling refers to “storing” canoes on a gravel bar short-term (based on an estimated short-term demand). The Service reserves the right to eliminate stockpiling, and/or adjust the locations, number of canoes and the time frame in which stockpiling will be allowed as may be necessary for resource protection and visitor use and enjoyment. Such adjustments shall be made on an equitable basis.

(a) To the fullest extent practicable, stockpiling shall be utilized during weekend visitation only. Vessels shall not remain stockpiled continuously throughout the week.

(b) Each Concession Contract may stockpile twenty (20) canoes at a time on gravel bars. Concessioners are responsible for the security of their vessels.

(c) Tubes or personal inflatables may not be stockpiled on gravel bars.

(4) Staging. Canoe trailers may not be staged on gravel bars.

**I) Powered Boats (Chase Boats)**

(1) Concessioners are responsible for responding to overdue floaters either through their own chase boats (motorized johnboats occasionally utilized in assisting visitors or locating overdue floaters) or through a contracted service. Concession owned powered boats and operators must meet all U.S. Coast Guard and State of Missouri requirements.

- (2) The Service intends to pursue rule-making for changes in motorboat regulations as illustrated in the new General Management Plan, Alternative B, page 79. Implementation of the chosen horsepower limitations will take place over time and may change the horsepower limitations listed below in (3).
- (3) The Concessioner operated motor boats shall comply with the horsepower limitations in effect for the section of river on which they are operating. The following are the Horsepower (HP) limitations listed by District:
- (a) Upper Current District:
- Two Rivers upstream to Lower Access at Round Spring 40 HP maximum
  - Above Round Spring Lower Access 25 HP maximum
  - Except above Akers from May 1 – Sept 15 10 HP maximum
- (b) Lower Current District:
- Two Rivers downstream to Big Spring Johnboat Landing 40 HP maximum
  - Big Spring Johnboat Landing downstream to boundary No Limits
- (c) Jacks Fork District:
- Two Rivers upstream to Alley Spring Campground Access 40 HP maximum
  - Above Alley Spring Campground Access 25 HP maximum
  - Except above Bay Creek from March 1 through first Saturday before Memorial Day 10 HP maximum
- (d) NOTE: These limitations DO NOT apply from two miles above to two miles below the cities of Van Buren and Eminence, or outside the boundaries of Ozark National Scenic Riverways.
- (e) Horsepower measurements are the industry standard as measured at the propeller shaft. Vessels are limited to an outboard motor only.
- (f) Concessioners are responsible for their overdue floaters. The Concessioner may request the assistance of the Service to determine the whereabouts of the overdue floater(s) in the event their efforts are exhausted. If the situation appears to require a search and rescue operation, the Concessioner will notify the Park Rangers for assistance.

#### **J) Damaged Equipment, Salvage and Replacement**

- (1) Each Concessioner will be required to remove any of its damaged, submerged or lost equipment from the park within 48 hours of notification or discovery of its location, river conditions permitting.
- (2) Replacement of damaged equipment with NPS issued identifying decals must be cleared with the Concessions Specialist. Old decals will be removed and new ones issued.

#### **K) Floatation Devices**

- (1) Each occupant of a permitted craft will be provided a U.S. Coast Guard approved personal floatation device (PFD) of the type required for that craft by Coast Guard regulations. PFD's must be sized to the individual and be in good condition. The only exception is where the individual supplies their own Coast Guard approved PFD of the proper type in good condition.
- (2) Concessioners are required to comply with federal regulations for PFD's. Type IV throwable devices (cushions) may be rented as an extra or comfort item.
- (3) The Concessioner will not launch a canoe with a child under the age of thirteen unless the child is wearing an approved PFD of the proper size and is accompanied by a parent or responsible adult.

#### **L) Customer Damage Liability**

- (1) The Concessioner agrees to limit the customer's liability when settling claims for damage or loss to canoes, paddles, life vests, and other equipment to the fair market value at the time of loss or a reasonable cost of repair to damaged equipment.

#### **M) Safety Inspections and Equipment**

- (1) All vehicles used in conjunction with concession operations must comply with all applicable laws and regulations.
- (2) Concessioners are required to document vehicle safety inspections through a maintenance log.
- (3) At a minimum, all Concessioners are required to carry in their vehicles well-stocked first aid kits, fire extinguishers, and flares.

#### **N) Reservation/Deposit/Refund/Assumption of Risk Forms**

- (1) Reservation, cancellation, deposit, and refund policies shall be reasonable, not overly restrictive, efficiently handled, and must be approved by the Superintendent prior to implementing.

- (2) The reservation, cancellation, deposit, and refund policies will be included in all printed brochures provided and websites used by the Concessioner and conspicuously posted in the place of business.
- (3) The Concessioner will include the deposit and refund policies in all reservation confirmations.
- (4) Deposits will be refunded and processed within two weeks if, in the opinion of Service officials, the river is determined to be too hazardous for authorized vessel use.
- (5) NPS Concession Guideline, Chapter 23, Insurance Programs, states that, "...it is consistent with National Park Service policy for the Concessioner to warn visitors of the dangers inherent in high risk activities...." It also states, "...that the Concessioner shall not require its customers to release liability or to limit liability of Concessioner in any way." They may, however, advise visitors of the risks involved and have them sign a Visitor's Acknowledgement of Risk form.
- (6) The NPS shall review and approve all forms that the Concessioner provides to its customers regarding assumption of risk. Refer to Tab 9, Insurance Requirements and Attachment 5 for an approved sample of a Visitor's Acknowledgement of Risks Form.

### 3) **REPORTS**

#### **A) Visitor Use Data:**

- (1) The Concessioner will cooperate with the Service in establishing visitor use patterns, numbers, and trends by compiling and maintaining accurate visitor use data as requested by the Service and by participating in any special surveys that may be directed by the Superintendent to produce this information. The Concessioner shall be prepared to provide data by the 25th of each month. See Attachment 2, Concession Statistics Report Form.

#### **B) Concessioner**

- (1) Management Information System. To document visitor use impact, the Concessioner shall maintain a management information system on the rental operations and shall provide the Superintendent a monthly report that reflects the number of vessel and tube rentals.
- (2) Incident Reports. The Concessioner will immediately report to the Service: any fatalities or visitor-related incidents which could result in a tort claim to the United States; property damage over \$500; any employee, visitor, or stock injuries requiring more than minor first aid treatment; any fire; all motor vehicle accidents; any incident that affects the park's resources; and any known or suspected violations of the law.
- (3) Human Illness Reporting. Information on all human illnesses, whether employees or guests, or the suspicion that the condition originated inside or outside the park, is to be immediately reported to the Concessions Program Manager. This information, along with other information received, will be evaluated by the Region's USPHS Officer to help identify outbreaks of illness associated with contaminated water, or caused by other adverse environmental conditions. Reports shall be made by telephone following the guide of necessary information listed in Attachment 1, Human Illness Reporting.
- (4) Other Reports Required by the Contract
  - (a) Annual Financial Report: The Concessioner will be required to submit payment of the franchise fee adjustment and an annual financial report, on the forms provided by the Service, by April 30 of each year. Forms will be provided on or about December 1 each year.
  - (b) Franchise Fees: The Concessioner shall provide a memo with each submission of monthly franchise fees which lists the estimated gross upon which the fee was calculated and the amounts of franchise fee with the submission.
  - (c) Statement of Insurance (from Concessioner's insurance company): Annually, the Concessioner shall have the Statements of Insurance submitted to the Service by May 1 of each year or 30 days prior to the Concessioner's season of operation. If not submitted by the required date, the concession operation will be suspended without further notice.
  - (d) Concession Statistics Reporting Form (Attachment 2) must be filled out by the Concessioner or their representative and must accompany the monthly rental receipts provided to the Service.

#### **C) Service**

The Superintendent will provide the Concessioner with the following reports:

- (1) Concession Operational Performance Report (FORM 10-629) - A summary of the periodic evaluations with ratings for Public Health Service Inspections, a Safety rating based on compliance with the Risk Management Program, and an overall Operational Performance Rating.
- (2) Superintendent's Annual Concessioner Contract/Permit Compliance Report (FORM 10-630) - A twelve point review and evaluation of permit/Contract compliance.

- (3) NPS Concessioner Annual Overall Rating (FORM 10-631) - A report which combines the ratings from the above two reports into an "Annual Overall Rating Determination". The report also contains a narrative that details exceptional and problem areas in the operation of this concession and makes recommendations or sets requirements for improvements.

#### **4) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

##### **A) Sanitation**

- (1) Garbage Collection:
  - (a) The Concessioner should use recycled or recyclable products when available, and make every effort to recycle items collected as trash, specifically aluminum cans, glass and plastic.
  - (b) The Concessioner will be required to provide, at a minimum, one mesh litterbag for each vessel rented.
  - (c) The Concessioner will be responsible for assuring that the litterbags, trash and other debris from their patrons is removed from the access roadways, gravel bar at the access points and deposited in the appropriate trash or recyclable container.
- (2) River Clean-up. The Concessioner will be required to participate in two park-wide river clean-ups a year. One clean-up will be in conjunction with Service coordinated events and the other shall be by the concession staff at a time convenient to the Concessioner. The concession coordinated clean-up event shall be documented and a letter sent to the Service stating the date and section of the river cleaned.

##### **B) Risk Management Program**

- (1) General
  - (a) Per the Occupational Safety and Health Act of 1970 and the Risk Management guidelines in NPS-50, the Concessioner will provide a safe and healthful environment for all of its employees and visitors.
  - (b) The Concessioner will develop, maintain, and implement a documented safety program ("Risk Management Plan"), as outlined in current National Park Service Concession Guidelines. An initial submittal and request of approval of this plan will be made to the Superintendent within 120 days of the execution of the Contract.
  - (c) The Concessioner will periodically conduct safety evaluations including but not limited to vessels, associated rental equipment, and vehicles, in accordance with its documented Risk Management Program.
  - (d) Compliance with the Risk Management Program will be rated on the Annual Risk Management Evaluation Form 10-628 and the resulting rating will be reflected in the Annual Overall Review.
  - (e) Weather/River/Tree Hazards and Closures:
    - All put-in activity should be discouraged when river levels are 2 feet above normal and rising as identified by measurements at river gauges presently along the river, or as directed by the Superintendent. In severe circumstances, the Superintendent may announce closure of park areas or the rivers for Concessioner services when weather or conditions warrant. Adequate public notice will be provided.
    - Concessioners are expected to be knowledgeable of hazardous conditions and discourage area or river use when conditions exist as defined above and should report known hazards to an area Law Enforcement Ranger.
    - Concessioners are responsible for providing visitors with a pre-launch orientation and safety briefing. Topics should include proper basic operating procedures for vessel rented, PFD's, no glass on the river, mesh litterbags, sun protection, drinking water, and other items addressed within the Concessioner's individual brochures and in accordance with the Concessioner's Risk Management Plan.
  - (f) The Concessioner will use discretion in providing service to people who appear to be incapacitated to the point of being harmful to themselves or other people and will report serious incidents to the proper authorities and Law Enforcement personnel promptly.
  - (g) When transporting passengers, the doors of all vehicles shall remain closed while the vehicle is moving and driver must obey all traffic laws.

##### **C) Lost and Found Policy**

- (1) The Concessioner shall manage and maintain its own lost and found program approved by the Superintendent. The Concessioner may direct the visitor to Law Enforcement personnel in the event the Concessioner is unable to assist the visitor in the recovery of the item.

**D) Comment Forms and Complaints**

- (1) The Concessioner will make Service approved comment forms available to visitors in order to measure service and quality standards and overall Area experience.
- (2) The Concessioner will prominently display Service comment forms at its canoe rental desk. Additionally, the Concessioner will add an electronic version of the comment form to its business website.
- (3) The Concessioner will forward all comment forms received from clients to the Service within 30 days.
- (4) The Service will forward complaints or comments regarding concession operations to the Concessioner for investigation. The Concessioner shall respond within five (5) days.
  - (a) The Concessioner will advise the Superintendent of any complaints received pertaining to the concession operation or any other aspect of Service operations within five (5) days of receipt. If the complaint is about the concession operation, a copy of the Concessioner's response shall be included.
  - (b) The Concessioner will maintain a complaint file at the place of business. This file is subject to review by the Service.
- (5) In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Name of Concessioner), 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. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions. Please address comments to:

Superintendent  
Ozark National Scenic Riverways  
P.O. Box 490, 404 Watercress Drive  
Van Buren, Missouri 63965

**E) Advertisement / Public Information**

- (1) All promotional material regardless of media format (i.e., printed, electronic, broadcast media), must be approved by the Superintendent prior to publication. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior. Brochure changes and layout must be submitted to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure text within 15 days. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner must contact park staff well in advance to establish specific time frames for each project.
- (2) Concession advertisements must include the following statement: "[**Business Name**] is an authorized concessioner of the National Park Service, Department of the Interior."
- (3) Concessioner must request written permission from the Service to use the NPS Arrowhead symbol on any promotional material, hardcopy or electronic.
- (4) Concessioner shall adhere to the established procedures on the use, distribution, and display of the official National Park Service Authorized Concessioner Mark.
- (5) The Concessioner will provide park information to the public.
- (6) Solicitation of business and advertising within Ozark National Scenic Riverways is prohibited, except that business brochures may be available at rental offices inside park boundaries as long as they are not intentionally handed to, or made reference to, by Concessioners or their employees unless the visitor requests the information. No rate information may be posted on any concession equipment used in the park, including but not limited to vans, trucks, cars and trailers.
- (7) Solicitation of business is defined as any overt act indicating the desire to provide commercial service. The following are examples of overt acts referred to, but not all inclusive of such:
  - (a) Approaching visitors, parking and/or driving through campgrounds and/or launch areas with the intention of offering commercial service.
  - (b) Distributing business cards/brochures.
- (8) When used, advertisements for employment must contain a statement that the Concessioner is an equal opportunity employer.

**F) Protection and Security**

- (1) **Visitor Protection.** Visitor protection is provided by the Service and all authorized state and local agencies.
  - (a) The Concessioner is responsible for security of concession equipment and facilities, particularly vessels that are stockpiled, and customer equipment or possessions under their control.
- (2) **Fire Protection.** Fire protection shall be provided jointly by the Service, Concessioner, and local fire departments, with primary response from local fire departments. It is the Concessioner's responsibility to report all fires immediately. The park will coordinate General Agreements with other agencies for response to all fires within Ozark National Scenic Riverways.
- (3) **Fire Prevention:** Fire extinguishers in compliance with NFPA shall be provided in all Concessioner-owned vehicles. Maintenance and replacement of these extinguishers are the responsibility of the Concessioner.
- (4) **Emergency Medical Care.** The Service provides a limited level of emergency service to the public in conjunction with cooperation from local EMS provider services. If private ambulance services are called, the Service shall be notified of the incident immediately. Any injury sustained by a visitor or employee in a concession facility and/or all medical emergencies shall be reported promptly to the Service.

**G) Environmental Management and Cultural Protection**

- (1) The Service will conduct periodic environmental audits and evaluations. The Concessioner will develop, implement and promote environmental management and sound environmental strategies that are appropriate best management practices within their operational framework. The Concessioner will, at a minimum:
  - (a) Train staff in the procedures for notifications of environmental hazards, i.e., spills, pollution, etc.
  - (b) To the fullest extent practicable, will provide environmental messages through brochures and bank-side interpretive narration.
  - (c) To the fullest extent practicable, will develop and implement a recycle program.
  - (d) Will perform their own river clean-ups annually, or participate in organized and/or scheduled river clean-ups upon being notified by the Service as to times and locations.
  - (e) Will be required to keep the Current and Jacks Fork Rivers and gravel bars clean and free of litter by:
    - Removing litterbags, trash and other debris generated by your customers from the roadways, gravel bar at the put-in and take-out points and deposit them in the appropriate trash or recyclable container.
- (2) Concessioners will ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner's activities. Discoveries of any archeological resources by the Concessioner will be promptly reported to the Director.
- (3) No collection of any type of cultural resource is allowed in the park.
- (4) To the fullest extent practicable, reduce the potential for natural and cultural resource damage by providing parking for visitors outside of the park.
- (5) Compliance with the Environmental Management Program will be rated on the Annual Environmental Evaluation Form 10-ENV and the resulting rating will be reflected in the Annual Overall Review.

**H) Volunteers In Parks**

- (1) The Concessioner shall not restrict its employees from participating in the Volunteers-In-Park (VIP) program.

**I) Meetings**

- (1) Attendance at a minimum of one meeting or orientation/training session will be required for all of Concessioner's managers/representatives, and will take place prior to Memorial Day. Safety will be a required subject for discussion during this meeting. Either the Service or the Concessioners may add other subjects. Other general meetings may be called during the year at the request of the Superintendent or a majority of the Concessioners.

Dated at Ozark National Scenic Riverways this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attachment 1: Human Illness Reporting**

Use the following as a guide when reporting human illness.

1. Every human illness complaint will be immediately reported to Park Personnel, at 573-323-4236.
2. The complainant needs to give their opinion as to what they felt caused the illness, i.e., contaminated food, water, insects, etc.
3. Particular attention must be given to:
  - a. Symptoms involved.
  - b. The time of onset.
  - c. The number and names of others who are also ill.
  - d. Places visited within the park.
  - e. In cases of gastrointestinal symptoms, report:
    - (1) Time when food was consumed.
    - (2) Place(s) where food, beverages or water were consumed.

**Attachment 2: Concession Status Report Form, Ozark National Scenic Riverways**

**Concession Status Report Form, Ozark National Scenic Riverways**

Please provide statistics on the following to your area park Visitor Use Assistant or Ranger by the 25<sup>th</sup> of each month.

Concession: \_\_\_\_\_ Date: \_\_\_\_\_

Reporting Period: \_\_\_\_\_  
(Month and Year)

- A. Number of **CANOES** rented this month \_\_\_\_\_
  - 1. Number of 1 day trips \_\_\_\_\_
  - 2. Number of 2 day trips \_\_\_\_\_
  - 3. Number of 3+ day trips \_\_\_\_\_

- B. Number of **KAYAKS** rented this month \_\_\_\_\_
- C.
  - 1. Number of 1 day trips \_\_\_\_\_
  - 2. Number of 2 day trips \_\_\_\_\_
  - 3. Number of 3+ day trips \_\_\_\_\_

- C. Number of **RAFTS** rented this month \_\_\_\_\_
  - 1. Number of 1 day trips \_\_\_\_\_
  - 2. Number of 2 day trips \_\_\_\_\_
  - 3. Number of 3+ day trips \_\_\_\_\_

D. Number of **TUBES/PERSONAL INFLATABLES** rented this month \_\_\_\_\_

E. Number of **JOHNBOATS** rented this month \_\_\_\_\_

Signature of Person Compiling Data: \_\_\_\_\_

**Attachment 3: Vehicle/Equipment Condition Assessment and Standards**

**Vehicle/Equipment Condition Assessment and Standards**

<b>Vehicle, Vessels and Other Equipment Checklist:</b>	<b>Good Condition</b>	<b>Minimum Condition</b>	<b>Poor Condition</b>	<b>Comments</b>
<b>Vehicle Maintenance</b>				
• Equipment in sound mechanical condition				
• Maintenance performed on a regular scheduled basis				
• Maintained clean, good physical condition – interior and exterior				
• Reasonably free of rust, chipped or discolored paint				
• Concessioner’s identifying information prominently displayed				
• Maintenance logs in place				
• Insurance certificate in place				
• Required safety equipment onboard, i.e., fire extinguishers, flares, first aid kit				
• Park messages displayed, i.e., no glass, etc.				
<b>Other equipment- Canoe Trailers</b>				
• Adequately wired, lights clearly visible when loaded, tires with sufficient tread				
• Frame structure adequate, trailer tongue equipped to prevent trailer loss/safety chains 3/16” or more				
• Painted as required				
<b>Regulations</b>				
• All applicable regulations are followed, license clearly visible, registration and proof of insurance documentation in place				
<b>Rental Equipment</b>				
• Durable construction				
• Maintained clean, good physical condition, free of major blemishes				
• Vessel identification clearly marked on both sides as to ownership and authorized by NPS. Decal or painted format in good condition with no chipped, torn or faded paint or signs. Meets Coast Guard, State and local requirements and adheres to Ozark NSR decal program.				
• Paddle blades - no major defects, shafts straight and true, no rotation on shaft, clearly marked as to ownership				
• Floatation devises – coast guard approved, available in sufficient quantity, without torn straps, properly dried and reasonably clean, clearly marked as to ownership				
• Chase Boats – sufficient number				

**Attachment 4: Competitive Market Declaration Rate Approval Form**

**Competitive Market Declaration Rate Approval Form**

**Ozark National Scenic Riverways**

The rental price is generally negotiated between the customer and owner. The many variables that enter into rental prices, such as changes in season, insurance rates, and fuel prices make the application of fixed prices unrealistic. It is determined that the Concessioner's ability to compete is not enhanced by their location. Prices are comparable based on competition and negotiation.

The Concessioner's rates may be adjusted downward without the specific approval of the Superintendent but are subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park.

This declaration will be reviewed annually and the use of this method could be rescinded if the Superintendent determines that the situation has changed. The decision to change rate approval methods is at the discretion of the Superintendent.

**Rate Schedule**

**Canoe, Kayak, Raft, Tube, and/or Johnboat Rentals and the Provision of Shuttle Service - Competitive Market Declaration.** Services provided by the Concessioner are vended in a competitive market. The prices charged for these services are negotiated between customer and owner. In consideration of these factors, it is declared that rates charged by the Concessioner are comparable and approved.

***Please attach your current proposed rates along with this declaration prior to each operating season.***

\_\_\_\_\_ may price services competitively without further approval from the National Park Service.  
This declaration is for the period of Jan. 1, 2018 through Dec. 31, 2018.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**Attachment 5: (Sample) Visitor Acknowledgement of Risks**

**(Sample) Visitor Acknowledgement of Risks**

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

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

*(description of risks here)*

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Under 18, signature of parent or guardian

\_\_\_\_\_  
Date