

**EXHIBIT A
OPERATING PLAN**

INTRODUCTION..... 2

MANAGEMENT RESPONSIBILITIES..... 2

 CONCESSIONER 2

 OZARK NATIONAL SCENIC RIVERWAYS..... 2

GENERAL OPERATING STANDARDS AND REQUIREMENTS..... 2

 SCHEDULE OF OPERATIONS 2

 RATE DETERMINATION AND APPROVAL PROCESS. 3

 PURCHASING 5

 EVALUATIONS..... 5

 GENERAL POLICIES 7

 HUMAN RESOURCES MANAGEMENT..... 10

ENVIRONMENTAL MANAGEMENT PROGRAM 12

RISK MANAGEMENT PROGRAM..... 13

UTILITIES..... 14

 SERVICE. 14

 CONCESSIONER. 14

PROTECTION AND EMERGENCY SERVICES 14

 LAW ENFORCEMENT 14

 STRUCTURAL FIRE PROTECTION 15

 EMERGENCY MEDICAL CARE..... 15

PUBLIC RELATIONS. 15

 REQUIRED NOTICES. 15

 PUBLIC STATEMENTS..... 16

 ADVERTISEMENTS AND PROMOTIONAL MATERIAL. 16

VOLUNTEERS IN PARK (VIP) PROGRAM. 17

SPECIFIC OPERATING STANDARDS AND REQUIREMENTS 17

 VENDING..... 17

 FIREWOOD..... 17

 RENTAL GENERAL..... 18

 RETAIL GENERAL..... 23

REPORTING REQUIREMENTS..... 25

INTRODUCTION

This Operating Plan between [fill in Concessioner Company Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "NPS") describes operating responsibilities of the Concessioner and the NPS with regard to visitor services, lands, and facilities within Ozark National Scenic Riverways (hereinafter referred to as the "Park") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as deemed necessary by the Superintendent of the Park. 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.

MANAGEMENT RESPONSIBILITIES

Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the NPS, the Concessioner must:

- (1) Designate an onsite general manager for the Park, who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required and, if applicable, authorized under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services required and, if applicable, authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Park;
 - (d) Must obtain any additional permits in relation to the operation as may be required by state and local units of government; and
 - (e) Has the responsibility for implementing the policies and directives of the NPS.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.
- (3) Provide a current list of all key concession management and supervisory personnel with all appropriate points of contact at the beginning of each operating season and when major changes occur.

Ozark National Scenic Riverways

The Superintendent of the Park has responsibility for all Park operations, as appropriate, including Contract management of concession operations. Superintendents carry out the policies and directives of the NPS. Directly, or through designated representatives, the Superintendents review, direct, and coordinate the NPS's contract administration, including evaluation of Concessioner services and Concession Facilities, and review and approval of rates charged for all services. The Park will provide a current contact list to the Concessioner with all appropriate points of contact. The primary point-of-contact is the Concession Specialist at 573-323-4864. Attachment A-01 to this Operating Plan contains a current list of the Park's points of contact for emergencies as defined in this Operating Plan and Exhibit H, Maintenance Plan.

GENERAL OPERATING STANDARDS AND REQUIREMENTS

Schedule of Operations

- (1) *Minimum Operating Season and Hours.* The Concessioner shall provide all visitor services required and any authorized services offered at Alley Spring during the following minimum operating season and hours:

Service-Facility	Season	Minimum Hours of Operation
Canoe Rental Desk	May 1 through September 30	7 days a week, 9-5
Camp Store/Retail Merchandise	May 1 through September 30	7 days a week, 9-5
Firewood Sales – Akers Visitor Contact Station	Daily from Apr 15 through October 30	7 days a week, times posted

(2) *Normal Operations*

- (a) The Concessioner must submit, at a minimum, the season, hours of operation for all locations, and other dates which may impact operating days (i.e. snowplowing, water testing, and employee training) to the NPS no later than **90 days prior to the commencement of the operating season.**
- (b) The Concessioner must post the hours of operation in prominent locations. The Concessioner must follow the minimum hours of operation unless it requests changes and receives written approval from the NPS in advance of all changes. The Concessioner's schedule of operations will remain in effect unless or until the Superintendent approves a change in writing.
- (c) The NPS will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate. To the extent possible, the NPS will set these dates and provide reasonable notice to the Concessioner.
- (d) All services must be open with regular hours of operation during any holiday within the operating season.

(3) *Emergency Operations.* For "after hours" emergencies the Concessioner must post and prominently display in all facilities a phone number and location of the nearest telephone, as well as other relevant instructions.

(4) *Pre-Season Meetings.* Concessioner and all appropriate site representatives must attend a pre-season meeting with the NPS to review the Operating Plan and to discuss planned operations for the season. The NPS and Concessioner will jointly determine the pre-season meeting date and any occasional post-season meeting dates as necessary.

Rate Determination and Approval Process.

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate approval method is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified rate approval methods has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. The current version of the Rate Administration Guide is available on the Rate Administration Section of the NPS Commercial Services website.
 - (a) *Competitive Market Declaration ("CMD").* Unless otherwise noted, rates for canoe and tube rental with shuttle service, retail, and firewood sales are set using the CMD rate method.
- (2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the CMD method.

- (a) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
- (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (passengers) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (c) Concessioner Rate Monitoring Plan. Within 60 days of the Contract's effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
- Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification
- (3) Published Rates and Compliance. The Concessioner must post or publish its rates. This may include, but is not limited to, written and web-based advertising, brochures and other Concessioner promotional materials, price tags, menus and posted rate sheets, rack rates posted in rooms, Concessioner telephone reservations system, and third-party booking agents.
- (4) Reduced Rates for Federal Government Employees. Goods and services will not be provided to government employees who are not on official business, or their families, without charge or at reduced rates unless equally available to the public.
- (5) Exceptional Conditions. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.
- (6) Deposit and Cancellation Policies. The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses used as comparables or considered as competitors. The Concessioner's approved rate schedule and advertising material must state in detail the conditions under which deposits are refunded or cancellation fees charged. Cancellation and refund policies (including deadlines) must be submitted in writing to the Service for approval prior to each operating season. Concessioner cancellations may have different refund rates than visitor cancellations. Refund due dates must be with industry standards if not immediate.
- (7) Changes to Rate Methods
- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the

Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.

- (b) Changes Requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E). Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

Purchasing

- (1) Competitive Purchasing. The Concessioner may purchase goods from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) Discounts. The Concessioner, when feasible, must take advantage of all available trade, cash advance, and quantity discounts and rebates and pass them through to the consumer or the operation.
- (3) Environmental. The Concessioner must purchase environmentally friendly products whenever available and feasible.
- (4) Local Purchasing. The Concessioner must source and purchase local products whenever available and feasible.

Evaluations.

- (1) *Concessioner's Monitoring Program.* The Concessioner must inspect and monitor Concession Facilities and services with respect to Applicable Laws, NPS policy and standards, authorized rates, life and safety, public health, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract and its Exhibits and other operational performance requirements. Particular inspection and testing requirements are described in other sections of this Operating Plan. The Concessioner must also conduct inspections and monitoring in accordance with its own plans and procedures. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *NPS Concession Review Program.* The NPS will evaluate the Concession Facilities and services to assess and rate concessioner performance in accordance with the NPS Concession Review Program as described in NPS Policy. The results of these evaluations are used to prepare an Annual Overall Rating. These activities may be conducted by NPS personnel. The NPS may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in NPS evaluations. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the NPS to conduct these evaluations. The Concessioner must work with NPS 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. Copies of service standards, program standards, and all evaluation forms are available on the NPS Commercial Services website under "Concessioner Tools" (<https://www.nps.gov/subjects/concessions/cti.htm>). The components of the Concession Review Program evaluation are as follows.
 - (a) *Periodic Operational Evaluations.* The NPS will conduct a minimum of two periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable service standards and other operational requirements. The Concessioner may be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

- (b) *Annual Overall Rating.* The NPS determines and generally provides the Concessioner with an Annual Overall Rating Report by March 1 based on the NPS evaluations 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:
- i. *Operational Performance Rating Report.* The Operational Performance Report and Rating collates the individual periodic evaluations scores and weights them if necessary.
 - ii. *Administrative Compliance Report.* The NPS will conduct an annual review of the Concessioner's compliance with administrative and contractual requirements, including timely submission of the Annual Financial Report, timely and accurate submission of franchise fees, and proof of insurance requirements.
 - iii. *Asset Management Evaluation Report.* The NPS will conduct an annual asset management evaluation and rating. The evaluation will consider performance against requirements in maintaining facilities as defined in the Concession Contract including the Maintenance Plan.
 - iv. *Environmental Management Program Evaluation Report.* The NPS will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in 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.
 - v. *Public Health Program Evaluation Report.* A representative of the NPS's Public Health Program may complete periodic evaluations of the Concessioner's food and beverage operations. The Public Health official will conduct these evaluations in accordance with NPS Public Health Service procedures based upon the U.S. Food Code and other applicable public health standards. The Concessioner must post a public notice in its operation that results of food and beverage facility public health inspections are available from the Superintendent's Office, if an evaluation is performed.
 - vi. *Risk Management Program Evaluation Report.* The NPS will annually conduct an evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in implementing life safety and fire safety programs and operating in accordance with the Concessioner's documented RMP. Any life or fire safety inspections conducted by the NPS will also be a component of Periodic Operational Evaluations.
 - vii. *Visitor Satisfaction Review.* The NPS will review Concessioner visitor satisfaction program results, complaints and comments on the Concessioner's services.
- (3) *Other NPS Audits and Inspections*
- (a) *Environmental Audits.* The NPS may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current NPS Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
 - (b) *Fire Inspections.* The NPS may conduct fire safety inspections at its discretion over the course of the Contract term. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the NPS evaluator. Performance in addressing fire safety requirements may be considered in the annual RMP Evaluation.

The Concessioner will perform interior and exterior fire inspections of concession-assigned facilities within 30 days of initial occupancy and on an annual basis thereafter. The Concessioner must maintain written records, verifying the completion of such inspections, and make them available to the NPS upon request. The Concessioner will conduct routine fire drills of concession-assigned facilities as required by its Risk Management Program.

- (c) *Integrated Pest Management Inspections.* The NPS may conduct integrated pest management inspections of Concessioner facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
- (d) *Interpretive Program Review.* The NPS may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Park themes in addition to service-specific reviews that occur during periodic evaluations.
- (e) *Other Inspections.* The NPS reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

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 as outlined in Exhibit H: Maintenance Plan, housekeeping, and groundskeeping for the Concession Facilities to the satisfaction of the NPS.
 - (a) *Authorized Use.* Concessions Facilities may not be used for activities or services that do not directly and exclusively support contractual services required by the Contract without written permission of the NPS.
 - (b) *Smoking Policy.* All buildings within the Concession Facilities are designated as non-smoking. Concession Facilities must comply with current NPS policy, Superintendent's compendium, and state laws on smoking.
 - (c) *Locks and Keys for Facilities:* Locks and keys for the Concession Facilities will be the responsibility of the Concessioner. Two (2) master keys for Concession Facilities will be issued to the Park for inspection and emergency purposes.
- (2) *Reservations.* The Concessioner must develop and utilize a central computerized reservation system and website. The Concessioner's central computerized reservation system must be capable of accommodating requests for all Concession services for which reservations are required. Reservations should be made available on a 12-month forward rolling basis. The Concessioner may continue to take reservations over the phone and in person as well.
 - (a) *Overbooking.* The Concessioner must not overbook unless there is a comparable or superior service available. The Concessioner must be able to provide the superior service 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.
 - (b) *Group, Tour, and Special Events Bookings.* The Concessioner must submit its policy on group bookings for NPS approval for the upcoming year within 120 days of the effective date of the Contract, and thereafter on an annual basis by April 15 if changes occur. The policy must include how the Concessioner will balance group/tour bookings and bookings for the general public, times of year targeted for group/tour bookings, and billing policies.

- (c) *Deposits/Refunds.* The Concessioner must have a cancellation/refund policy approved by the Superintendent, which is equivalent to comparable services, and should notify and offer refunds to guests with reservations under the following conditions:
- i. The Concessioner may require a deposit to hold a reservation. The Concessioner will accept deposits by cash, check, money order, or major credit card.
 - ii. Deposits will be refunded if, in the opinion of the Park, the river is determined to be too hazardous for authorized vessel use.
 - iii. The Concessioner will process refunds within two weeks of cancellation.
 - iv. The Concessioner will include the cancellation/refund policy in all proposed brochures and reservation confirmations.
- (d) *Guest Donation Program.* Should the Concessioner choose to participate in the NPS Guest Donation program, the Concessioner must comply with all program requirements which are available on the NPS Commercial Service website (<https://www.nps.gov/subjects/concessions/gdp.htm>)
- (3) *Credit Cards.* The Concessioner must honor government issued credit cards, and at a minimum: American Express, Mastercard, Visa, and Discover. The Concessioner must accept debit cards.
- (4) *Special Events.* The Concessioner must seek NPS approval for special events. In accordance with Applicable Laws, including current NPS policy, the NPS will review and approve proposed special events before the events are scheduled and may require the Concessioner to complete a Special Use Permit application. Requests for special events must be submitted at least 30 days in advance of their intended effective date.
- (5) *Lost and Found.* The Concessioner must operate 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 April 15, 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 Directors Order (D.O.) 44 and 41 C.F.R. 102-41. Information relating to these documents can be found online or upon request of the NPS.
 - (b) The Concessioner will work closely with the Park's Lost and Found Office when handling lost, found, or unattended property in Concession Facilities. The Concessioner's lost and found procedures and operation are subject to audit by the NPS.
 - (c) The Concessioner will assist any visitor who has lost property by providing assistance in contacting a Park Ranger or by providing them with the Park's Lost and Found Office phone number at 573-323-4236 to file a report.
 - (d) Items that are not claimed by the owner within 30 days are considered abandoned to the United States and may be disposed of in accordance with 41 CFR 102-41.
- (6) *Vehicles and Vessels*
- (a) *Licensing, Maintenance, and Registration.* The Concessioner must register, license, insure, and maintain all vehicles, including trailers and vehicles belonging to the Concessioner's employees, used to perform services under the contract in accordance with all Applicable Laws. The only maintenance allowed within the Park is topping off fluids in the maintenance

- area. All other maintenance activities including, but not limited to washing, fluid changes, and painting must take place outside the Park preferably at a licensed motor vehicle repair shop.
- (b) *Drivers.* Operators of all Concessioner owned or hired-but-non-owned vehicles must have a valid state operator's license for the size and class of vehicle driven.
 - (c) *Parking.* The Concessioner must ensure that NPS-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain egress in or out of the NPS-approved designated area at all times. The Concessioner will discourage its employees from parking personal vehicles in the primary lots near Concession Facilities.
 - (d) *Condition of vehicles.* All vehicular equipment used by the Concessioner 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.
 - (e) *Identification.* The Concessioner must ensure that its vehicles discreetly display the Concessioner name and logo. Printing should be in at least a 4 to 6-inch print type of contrasting color that allows for good visual identification.
 - (f) *School Buses.* In the event a school bus/van is put into service for the use of shuttling visitors, the words "School Bus" and the extension arm "Stop" sign, and all flashing lights must be removed, as required by Applicable Laws.
 - (g) *Vehicle Inspection Requirements.* The Concessioner must inspect each of its vehicles daily when in regular use, as required by Applicable Laws, including without limitation the Federal Motor Carrier Safety Regulations (49 CFR 390). The Concessioner will retain records (a maintenance log) of each inspection. The Concessioner will correct all safety defects found before the vehicle resumes service. Such inspections will include, but not be limited to: brakes, steering, tires, doors, interiors (loose seats, loose/broken stanchions, flooring), lights, safety equipment, leaks from gasoline, coolant, or other substances, visual inspections of emissions, dents, scrapes, and other body damage that may be considered a hazard to passengers. In addition, all vehicles are subject to random and unannounced inspections by the State of Missouri and the NPS. Copies of concessioner inspection records and State of Missouri inspections must be provided to the NPS upon request.
 - (h) *Required safety items.* The following items must be maintained and carried in concession vehicles at all times:
 - i. Fire extinguisher
 - ii. Flares or triangles
 - iii. First aid kit
 - iv. Vehicle Maintenance Log
 - v. Current, valid vehicle registration, and
 - vi. Current vehicle proof of insurance certificate
 - (i) *Deliveries.* The Concessioner must schedule deliveries so that they do not interfere with business operations during peak visitor times of day. Deliveries should use non-public areas to the maximum extent possible. Idling by delivery trucks is not permitted.
- (7) *Interaction with Wildlife.* Wildlife management is a critical resource management issue in the Park. The NPS prohibits feeding and harassing of wildlife within all units of the National Park System. This prohibition of the feeding of wildlife includes birdfeeders of any type.
- (a) Every effort must be made to prevent wildlife from having access to human food sources. Concessioners are required to utilize wildlife-resistant containers at all solid waste collection

- areas and around the Concession Facilities in general. The Concessioner must provide adequate education for guests regarding the NPS's wildlife management policies and regulations.
- (b) The Concessioner must display NPS approved signage discouraging visitors from feeding wildlife.
 - (c) The Concessioner must make all buildings and other structures wildlife resistant and pest-proof.
 - (d) *Prevention of Vector Borne Illnesses.* The Concessioner must have preventive measures in place to limit exposure to vector borne diseases such as Hantavirus.
 - (e) *Wildlife Incident Reporting.* The Concessioner must notify the Park of any wildlife incidents or sightings that need immediate attention such as car or building break-ins, sightings of bears in developed areas, incidents where a bear is still present, or if visitors are seen feeding or approaching wildlife.
- (8) *Signs and Labels.* The Concessioner must obtain NPS approval for all exterior signs prior to being used.
- (9) *Visitor Satisfaction and Monitoring.* The Concessioner must maintain a visitor satisfaction program to measure service and quality standards, product mix, pricing and overall Park experience.
- (a) *Comment Cards.* The Concessioner must provide an adequate inventory of Park-approved comment cards to visitors at visible and accessible locations within the Concession Facilities. Additionally, the Concessioner may use an internet-based or electronic system for visitors to provide comments about the Concession operations. This system must be capable of creating reports and summaries of electronically submitted comments.
 - (b) *Visitor Satisfaction Monthly Summary.* The Concessioner must forward to the Park within fifteen (15) days of the last day of each month a summary of all comments and complaints received on comment cards, letter, email, or other internet-based or electronic system.
 - (c) The Concessioner must promptly provide to the Park visitor comments that allege misconduct by Concession or NPS employees, pertain to the safety of visitors or Concessioner or NPS employees, or concern the protection of Park resources.
 - (d) The Concessioner must investigate and make an initial response to all visitor complaints regarding the Concession Facilities and its services within 48 hours of receipt. The Concessioner must provide the Park with copies of the Concessioner's response to complaints as soon as possible, and within a maximum of five days of the response.
 - (e) The Park will forward to the Concessioner any comments and complaints received regarding the Concession Facilities or services. The Park will provide the Concessioner with copies of its responses to comments or complaints about Concession operations.

Human Resources Management.

- (1) *Employee Identification and Appearance.* All concession employees must wear standardized clothing with a personal nametag and be neat and clean in appearance. Clothing or ball cap/hat must identify the wearer as concession staff. Employees will project a hospitable, friendly, helpful, positive attitude, and be capable and willing to answer visitors' questions and provide visitor assistance.
- (2) *Employee Conduct.* The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the NPS or Concessioner to be inconsistent with the proper administration of the Park and the enjoyment, protection, and/or assistance of visitors, including but not limited to criminal conduct. The Concessioner will take all actions needed to fully correct any such situation.

- (3) *Firearms.* Concessioner employees must not possess firearms while on duty or within structures in the Park. The NPS may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The NPS will provide a written response to the Concessioner.
- (4) *Employee Lists.* The Concessioner must submit to the NPS a list of the names, job titles, and contact information (on-site and after hours) for all employees, seasonal or fulltime. The Concessioner must provide this information within 30 days of the Contract and annually by April 15. The Concessioner must update these lists with any changes.
- (5) *Employee Hiring Procedures*
 - (a) *General Manager.* The general manager will have an extensive background as a manager or administrator that indicates his or her ability to efficiently manage this operation.
 - (b) *Staffing Requirements.* The Concessioner will hire a sufficient number of employees to ensure high-quality visitor services throughout the operating season.
 - (c) *Age Restrictions.* 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 by Applicable Laws.
 - (d) *Work Schedule.* Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.
 - (e) *Drug-free Awareness and Testing.* The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse.
 - i. The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator to participate as appropriate in pre-employment and random drug testing.
 - ii. The Concessioner will take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - iii. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Park's District Ranger.
 - (f) *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 an employee with any active warrants (current fugitive from justice). Prospective employees must be made aware in advance of hire that this information may be made available to the NPS.
 - (g) *Driver Requirements.* Drivers of all Concessioner delivery trucks or passenger carrying vehicles must have a valid Missouri operator's license for the size and class of vehicle being driven, which is currently a Commercial Driver's License (CDL). Any additional requirements established by the Missouri Highway Patrol for the vehicle driven or passengers carried will be obtained.
 - (h) *NPS Employees.* The Concessioner must not employ in any status a NPS employee, his/her spouse, or his/her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Park, as found in Attachment A-03 to this Operating Plan. The Concessioner will retain the approved request as part of the employee's personnel file.
- (6) *Training.* The Concessioner must maintain records of appropriate training as set forth below and must provide those records to the NPS upon request.
 - (a) *General.* The Concessioner must provide appropriate job training and orientation to each employee prior to duty assignments and working with the public. Training must include all

- those required by Applicable Laws. The NPS periodically audits Concessioner training sessions.
- (b) *Concessions Management and Park Specific Training.* The Concessioner must orient its managers to NPS evaluation standards and rate policies, as provided on the NPS Commercial Services website. The Concessioner must provide Park specific training to all employees. Examples of topics to address include but are not limited to: information regarding natural and cultural resources of the Park including floating and hiking information, history of the area, wildlife, fish, and vegetation management; history and mission of the Park; mission and responsibility of the NPS; and other services and facilities available.
 - (c) *Wildlife, Fish, and Vegetation Management.* The Concessioner must provide NPS approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods and to prevent the spread of invasive plant species.
 - (d) *Environmental and Risk Management.* The Concessioner must provide training in environmental and risk management to employees in accordance with the Concessioner's Environmental Management Program, Risk Management Plan, and as required by Applicable Laws.
 - (e) *Customer Service Training.* The Concessioner must provide customer service training for employees who have direct visitor contact. This training must adequately prepare employees to provide exemplary customer service.
 - (f) *Interpretive Training.* The Concessioner must provide interpretive skills training for all employees, who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the NPS to improve the methods of preparing and presenting effective interpretive information. The terms "interpretive" and "interpretation" mean messaging and communications to visitors relaying the purpose and significance of the Park. Park staff may conduct an orientation/training session prior to Memorial Day to which all concession staff are welcome free of charge.
 - (g) *Employee Knowledge.* Employees must demonstrate their knowledge of cultural and natural resources in the Park and about the NPS, its mission, and values. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Park questions.
 - (h) *Employee Handbook.* The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which must specifically identify the policies and rules of the Concessioner and applicable regulations of the NPS. Whenever updated, the Concessioner must provide a copy of the employee handbook to the NPS **for a 30-day review prior** to distribution to employees.
- (7) *Employee Responsibilities.* The Concessioner must require that its employees adhere to all Federal and State laws while in the Park including, but not limited to, use or possession of illegal substances, and criminal activity. The Concessioner must emphasize that Federal law applies in the Park with respect to marijuana use.
- (8) *Labor Relations.* 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.

Environmental Management Program

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and [NPS Environmental Management Standards for Concessioners](https://www.nps.gov/subjects/concessions/environmental-management.htm) located on the NPS Commercial Services website at <https://www.nps.gov/subjects/concessions/environmental-management.htm>. The Concessioner must submit to the NPS an initial EMP within 60 days of the Contract effective date and an updated EMP

including a summary of its performance on the EMP for the previous calendar year annually, by November 15.

Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

Risk Management Program

- (1) *Risk Management Plan.* The Concessioner must develop, maintain, and fully implement its own Risk Management Program in accordance with NPS Risk Management Program Standards for Concessioners located on the NPS Commercial Services website (https://concessions.nps.gov/tools_others.htm) (see also Attachment A-04 for Risk Management Program Standards). The Concessioner must submit its initial plan to the NPS within 120 days of the effective date of Contract and must submit any revisions by November 15 of each following year thereafter. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
- (2) *Emergency Response.* The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment and maintain it in good condition. The Concessioner must provide these plans to the NPS upon request.
- (3) *Exculpatory Agreements*
 - (a) The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL) and indemnification clauses.
 - (b) Higher risk services under this Contract include canoe, tube, kayak and raft rentals, as defined in Section 3(a) and (b) of the Contract.
 - (c) Exculpatory Agreements:
 1. Must comply with applicable state and federal law and Service policy;
 2. Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
 3. Must waive liability against the United States by including the following language: "The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
 - (d) The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with Service policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.
- (4) *Employee Accident/Injury Report.* The Concessioner must provide the NPS with an annual summary listing the types of injury/accident employees sustained and employee lost days incurred during the

previous calendar year. The report must include a comparison of that year's data to previous years. This report is due by November 15 each year.

Utilities

Responsibilities and procedures to supply, assess costs, and bill utilities for Concession Facilities and operations are described in this section. Additional requirements are described in the Maintenance Plan of this Contract.

NPS

- (1) The NPS provides electricity services at the Concession Facilities.
- (2) The Concessioner will be billed for these services once per year in January for the preceding year's usage.
- (3) The NPS bills the Concessioner in accordance with Applicable Laws, including without limitation, the NPS's policy, including DO 35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the NPS.
- (4) The NPS reviews operating costs for utility systems and services annually and will notify the Concessioner in writing 90 days before new rates for the upcoming year become effective, in accordance with DO 35B.

Concessioner

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the NPS, including phone, internet, garbage and propane. The Concessioner must promptly pay for these services.
- (2) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (3) Utility Add-on. The NPS has not approved a utility add-on for this contract.

Protection and Emergency Services

Law Enforcement

The NPS provides visitor protection services, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The NPS has concurrent jurisdiction within the Park, including law enforcement, search and rescue, emergency medical services, public health, and structural fire.

- (1) The NPS will provide year-round law enforcement patrols of the Park.
- (2) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park visitors. They have no authority to take law enforcement action or to carry firearms.
- (3) The Concessioner must report all emergencies to the NPS by telephoning 911.
- (4) The Concessioner may be required to provide security guards during periods of vandalism, break-ins, thefts, etc., at Concession Facilities.
- (5) The Concessioner must secure buildings, equipment, and facilities assigned to it under the Contract.
- (6) The Concessioner must immediately report to the Park all suspected and known criminal violation to the Area District Ranger or, if not available, to the Concession Specialist office at 573-323-4236.

Structural Fire Protection

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. The NPS has primary responsibility for fire response. Eminence Fire Department will assist these efforts under mutual aid response.

- (1) *Concessioner*
 - (a) The Concessioner must comply with all Applicable Laws related to the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training including OSHA and National Fire Protection Association (NFPA) standards and RM-58.
 - (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with Part 1910.39 of Occupational Safety and Health Standards. This plan must be made available to the NPS upon request.
 - (c) The Concessioner structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.
 - (d) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner's compliance with its fire program responsibilities.
 - (e) The Concessioner must conduct fire prevention equipment testing and repairs. These must address fire extinguisher requirements under NFPA 10. Concession employees with adequate education, training, and insurance approved by the NPS may conduct weekly/monthly visual inspections.
 - (f) The Concessioner must maintain written records verifying the completion of inspections through the term of the Contract and must provide the records to the NPS upon request.
 - (g) The Concessioner must conduct applicable fire prevention awareness training for staff, including fire drills and portable fire extinguisher training.
 - (h) The Concessioner must post a fire or emergency exit plan in the building.
- (2) *NPS*
 - (a) The NPS may conduct fire safety inspections at its discretion over the course of the Contract term. The NPS will contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the NPS inspector.
 - (b) The NPS provides and maintains hydrants within the Park.
 - (c) The NPS reserves the right to conduct periodic prescribed fire according to the NPS's Fuels and Fire Management Plan, which may produce smoke impacts to visitors.

Emergency Medical Care

- (1) *NPS*. The NPS is the primary entity that provides emergency medical services.
- (2) *Concessioner*
 - (a) First Aid. The Concessioner must maintain basic first aid supplies at all Concession Facilities.
 - (b) Training. An employee certified in standard First Aid and Cardiopulmonary Resuscitation (CPR) training must be staffed and available during operating hours. The NPS encourages the Concessioner to allow all employees to attend emergency medical training, including Emergency Medical Responder courses.
- (3) *Emergency Reporting Requirements*. The Concessioner must train all Concessioner employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location). The NPS will dispatch Rangers and emergency personnel as needed. The NPS will investigate all visitor and employee accidents that require medical attention.
 - (a) Life-threatening emergencies (or unknown status): 911
 - (b) Non-emergencies: call NPS Dispatch at 844-460-3604.

Public Relations

Required Notices.

The Concessioner must prominently post the following at all Concessioner points-of-sale: "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. Prices are approved by the National Park Service.”

Please address comments to:

Superintendent
Ozark National Scenic Riverways
P.O. Box 490
Van Buren, MO 63965
OZAR_Superintendent@nps.gov

“This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.”

Public Statements.

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

Advertisements and Promotional Material.

(1) *Promotional Materials*

- (a) *Approval.* The Concessioner must obtain approval from the NPS for all promotional material prior to publication, distribution, broadcast, etc. This includes website information and social media. The Concessioner must contact the NPS well in advance to establish specific time frames for each project review. The NPS may require the Concessioner to remove unapproved promotional material from circulation.
- (b) *Changes.* The Concessioner must provide all promotional media (including websites) changes and layout to the NPS for review at least 90 days prior to projected need or printing dates. The NPS will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where NPS staff assistance is required to help develop the product. The Concessioner must contact the NPS well in advance to establish specific time frames for each project.
- (c) *Promotional Material.* The Concessioner is required to promote the Park’s mission, history, resources, and recreational opportunities within their promotional material. Other promotional material distributed within the Park must only promote services and facilities within the Park, unless the Superintendent approves exceptions.
- (d) *Park Publications.* The Park’s newspaper includes information on services provided by Concessioners within the Park and the Concessioner must make available the Park newspaper and brochure to visitors.
- (e) *Material.* The Concessioner should publish all advertisements and promotional material on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also recommended.

(2) *Social Media & Website.* The Concessioner’s websites must link to the NPS website. The Concessioner must monitor its social media pages and remove offensive, inappropriate, or inaccurate postings upon discovery. The Concessioner must use the following NPS-approved language in the description of the Concessioner on social media sites: “(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide canoe & tube rental with shuttle service, camp store and retail merchandise and firewood sales within Ozark National Scenic Riverways.”

(3) *Statements.* Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior to serve the public within the Ozark National Scenic Riverways. Advertisements for employment must state that the company is an equal opportunity employer.

- (4) *Use of the NPS Authorized Concessioner Mark.* The NPS has an approved Mark it allows concessioners to use to advertise the official relationship between the NPS and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the [Commercial Services website](https://www.nps.gov/subjects/concessions/acm.htm) at [nps.gov/subjects/concessions/acm.htm](https://www.nps.gov/subjects/concessions/acm.htm).

Volunteers in Park (VIP) Program.

The Concessioner must permit its employees to participate in the NPS's VIP program. More information on the VIP Program can be found on the NPS website.

SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner. Standards provided by current NPS Concession Management Guidelines are considered service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the Boat Rental and Retail standards and guidelines located on the NPS Commercial Services website ([nps.gov/subjects/concessions/standards-and-evaluations.htm](https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm)) and as an appendix to this Operating Plan. Additional service-specific requirements are outlined in this section. When in conflict, standards and guidelines described in this Operating Plan supersede those identified in the standards on the website.

Vending

The Concessioner, at its own expense and with prior approval, may provide vending machines. The Concessioner must submit a proposal for vending machine locations, faceplate style/color, and rates to the Concessions Office for approval, within 90 days after Contract effective date.

- (1) *Coin acceptance.* If provided, the Concessioner must ensure that vending machines comply with the Presidential \$1 Coin Act.
- (2) *Location and Illumination.* Vending machine locations must be easily identifiable, conveniently located, and be adequately illuminated without contributing to night sky pollution.
- (3) *Maintenance.* The Concessioner must keep machines clean, properly stocked, and in good working condition
- (4) *Out of service.* When vending machine is out of service, seasonally or otherwise, the Concessioner will post appropriate computer-generated signs.
- (5) *Faceplate.* Faceplates that only advertise the product are prohibited. Faceplates must relate to Park interpretive themes or be generic in nature.
- (6) *Product.* The Concessioner must not offer cigarette vending machines.

Firewood

The Concessioner must provide firewood sales for visitors and users of the campground.

- (1) Firewood shall only be obtained from local sources within a 50-mile radius. Ash species, for the purpose of firewood use or sales, is prohibited within the Park.
- (2) Firewood shall be located in the woodlot within the Alley Spring concession land assignment and available daily from April 15 through October 30 each year.
- (3) A limited amount of firewood may also be made available for sale at the camp store location.
- (4) For the period prior to Memorial Day or after Labor Day, the Park will accept reduced hours of firewood sale provided that:
 - (a) Hours are clearly posted for the public and alternative locations for purchasing firewood are identified;
 - (b) The Superintendent is notified in writing at least 14 days prior to making any changes; and

- (c) Changes without written notification are not approved.
- (5) Wood sales conducted by third parties within the campgrounds are not authorized within the Alley Spring Campground.

Rental General

- (1) *Rental Agreements.* Use of rental agreements, which include the information required for NPS statistical records, will be mandatory and part of the periodic evaluation. Rental agreements will be consecutively numbered and printed by the Concessioner in a form approved by the Park. Refer to Attachment A-06 for an example of an approved Rental Agreement format. Completed rental agreements shall be furnished to the Park by the 25th of each month.
- (2) *Standards.* See NPS Commercial Services Website and attachment A-07 for Boat Rental Standards. Standard elements that are exempted and will not be evaluated from Boat Rentals (10-BOA) are:
 - a. *Rental Facility—Exterior.* Numbers 1-11. These will be evaluated on the 10-RET form.
 - b. *Public Areas—Interior.* Numbers 12-19. These will be evaluated on the 10-RET.
 - c. *Safety.* Numbers 20-24. These will be evaluated on the 10-RET.
 - d. *Dock/Launch Facilities.* Numbers 25-33. These are not applicable to this Contract.
 - e. *Maintenance Area/Building.* Number 34. This one is not applicable to this Contract.
 - f. *Motorized Vessels.* Numbers 51-56. There are no motorized vessels associated with this Contract for rental.
- (3) *Park Regulations.* The Concessioner must know and communicate to Park visitors (either verbally or through written material) the following current Park rules, regulations, and policies. These include, but are not limited to:
 - (a) Glass Containers. Glass containers are prohibited in canoes, kayaks, inner tubes, or other non-motorized vessels. (Missouri State Law)
 - (b) Litter. Affix to the vessel a container or bag, capable of being securely closed to contain trash. (Missouri State Law)
 - (c) Pack out your trash. Dispose of waste in proper containers at the end of your trip. Recycle all that you can.
 - (d) Disposal of human waste. Use restroom facilities before and along the way. When none are available, bury human waste 6"-8" deep, at least 100 feet from water, trail or other developed area.
 - (e) Alcohol and Controlled Substances.
 - (i) All state and federal laws are strictly enforced.
 - (ii) Drink responsibly. Excessive alcohol use is not permitted, including consuming alcohol through the use of beer bong, kegs, or large volume containers holding more than four gallons of an alcoholic beverage. (Missouri State Law)
 - (iii) Unlawful for anyone under age 21 to be in possession of alcohol. Rangers will inform parents, issue citations, and/or take into custody.
 - (iv) Possession of a bottle, can or other receptacle containing an alcoholic beverage that is open, or has been opened, or whose seal has been broken or the contents of which have been partially removed in commercial or non-commercial buses or other motor vehicles are prohibited.
 - (v) No Illegal Drugs. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited.
 - (f) Plan Ahead. Inform family of those plans, where staying and floating prior to departure.
 - (g) Always wear your life preserver.
 - (h) Diving or jumping from cliffs and rope swings can be extremely hazardous.
 - (i) Tying or lashing two or more canoes, kayaks, rafts or tubes together is prohibited and dangerous.

- (j) Entry into all spring pools and spring branches is prohibited.
 - (k) Protect bats from White Nose Syndrome. Do not enter caves.
 - (l) Please be considerate of other visitors. Keep your volume low enough, so it doesn't interfere with normal conversation.
 - (m) Public nudity. Public nudity or solicitation for nudity will not be tolerated.
 - (n) Be respectful. Do not harass people or animals, destroy plants, disturb archeological sites, deface, or otherwise damage structures.
- (4) *Rental Equipment.*
- (a) 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.
 - (b) Skid plate installation or vessel repair requires a neat, professional appearance.
 - (c) The required concession vessel identification (decal or painted format) should be in good condition with no chipped, torn or faded paint or signs.
 - (d) Rental equipment colors will remain consistent with Concessioner's authorized color, as approved by the Superintendent.
 - (e) The Concessioner is required to adhere to the Park policy for decal administration and replacement as described in detail in Attachment A-08 to this Operating Plan.

Vessel Allotments, Identification, and Condition Requirements

(1) *Vessel Allotments.*

- (a) The NPS 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 will 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 or reduce total allotted numbers.
- (b) 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.
- (c) With the Superintendent's approval, Concessioners may exchange one canoe for one kayak. 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. The Superintendent will not authorize the Concessioner to exchange more than 10% of its canoe allocation for rafts.

(2) *Number of Authorized Vessels and Tubes:*

- (a) This concession is authorized to rent:

220	Canoes
50	Tubes or Personal Inflatables
	Kayaks (subject to exchange approval)
	Rafts, not to exceed 14 feet (subject to exchange approval)

- (b) The Concessioner may, with the submission of a written request and the Superintendent's approval as described in Attachment A-09 to this Operating Plan, exchange inventory vessel types as described below:
 - (i) 1 canoe allocation for 1 kayak; or
 - (ii) 2 canoe allocations for 1 raft, or

- (c) The number of vessels and tubes or personal inflatables authorized by this Contract is the maximum number of vessels regardless of type, based on the normal occupancy allowed.
 - (d) The NPS 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 will not exceed any carrying capacity per vessel type.
- (3) *Trading, Borrowing, or Subleasing:*
- Trading or borrowing vessels among Concessioners will not be permitted unless the Concessioners have submitted to the Superintendent a written document signed by the parties that explains the details of the trade or loan. 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 NPS, and are subject to franchise fees.
- (4) *Vessel Identification.* Concessioners will be required to identify their vessels in the following manner.
- (a) Authorized tubes and tube covers or personal inflatables -
 - (i) will be marked with a stripe, patch, cover, Concession name or initials utilizing a consistent Concessioner's authorized color, as approved by the Superintendent; and
 - (ii) 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.
 - (b) Authorized canoe/kayak/raft vessels -
 - (i) will be identified with decals furnished by the Park;
 - (ii) decals will be placed on both sides, at the front and rear of the vessel;
 - (iii) will be further 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.
 - (iv) All identifying NPS 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 the Concession Specialist for processing and issuance of replacement decals as required.
 - (v) In the case of rafts, the Concessioner is required to have the name or initials of its company and the assigned permit number painted or permanently attached to the raft on both the left and right sides. These letters and numbers on the raft shall meet the other requirements in this section.
- (5) *Condition Requirements.* Concessioners are responsible for inspecting their own equipment to assure that the following conditions are met and that all vessel identification (decal, painted format, or cloth) is in good condition with no torn cloth, chipped or faded paint or signs. The Concessioner is required to adhere to the Park policy for decal installation and replacement.
- (a) Inner 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) Canoe/kayak vessels will be in good condition with no sharp/rough edges, large dents, broken or unattached seats and braces, and show no signs of warping. Skid plate installation or vessel repair requires a neat, professional appearance.
 - (c) The Concessioner is required to maintain a list of canoes/kayak/rafts by manufacturer's identification number in the event a vessel is stolen and the vessel must be identified as the Concessioner's property.
 - (d) 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.
 - (e) Vessels that do not meet these standards, as described entirely in Attachment A-10 of this Operation Plan, will be removed from service until standards are met or a replacement is provided, if required.

Assigned/Authorized Accesses

- (1) *District of Operation:* The Assigned District for Operations is the Jacks Fork District. The Concessioner will be required to maintain its base of operation at the Alley Spring area for the purposes of conducting canoe rental, shuttle, and related services. Except for internet business transactions, all business transactions related to the rental of canoes and shuttle services must take place at this approved business location. Rental offices will not be permitted within areas other than the one approved.
- (2) *Authorized Accesses:* Rental operations will be restricted to the facility location as described in the Contract. 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 as noted below. District 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.

- (a) **Upper Current Concessioners.** 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	Cedar Grove	Welch Landing
Akers Ferry	Pulltite	Round Spring
Williams	Jerktail	Baptist Access
Flying W*	Two Rivers**	

*For inner tubes or personal inflatables only.

**Take out only.

- (b) **Lower Current Concessioners.** 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.

- (c) **Jacks Fork Concessioners.** 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.

- (d) Additionally, the Jacks Fork Concessioners may put-in at Pulltite for two (2) day trips originating Monday through Friday only.
 - (e) The Lower Current Concessioners may put in at Two Rivers for two (2) day trips originating Monday through Friday only.
 - (f) For trips of three (3) days or longer, any Concessioner may use any river access point.
- (3) *Put-Ins and Takeouts:* Only the approved put-in and takeout locations listed above will 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 comply with the limits established in the River Use Management Plan. If unable to comply with established limits, canoe allocations may be implemented at specific river access points or scheduling of put ins will be established by the Superintendent.

- (4) Stockpiling: Each Concession Contract may stockpile up to ten (10) canoes at a time on gravel bars. Concessioners are responsible for the security of their vessels. The Superintendent may rescind stockpiling altogether as a result of ever-changing gravel bar river accesses and the reduction of operational space.

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

- (5) Staging: Canoe trailers may not be staged on gravel bars.

Personal Flotation Devices

- (1) Each occupant of a permitted craft will be provided a U.S. Coast Guard approved personal flotation 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.

Power 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. The Concessioner may request the assistance of the Park 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.
- (2) *Horsepower measurements are the industry standard as measured at the propeller shaft. Vessels are limited to an outboard motor only. The Concessioner operated motorboats will 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 the first Saturday before Memorial Day	10 HP maximum

- (d) 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 the Park.

Damaged Equipment

- (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 identifying decals must be cleared with the Concessions Specialist. Old decals will be removed, and a new replacement decal will be issued.

Customer Damage Liability

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.

Retail General

- (1) *Standards.* See NPS Commercial Services Website and attachment A-11 for Retail Standards. Standard elements that are exempted and will not be evaluated from Retail (10-RET) are:
 - (a) There are no exempted standards from 10-RET.
- (2) *Recycling/Re-using.* To minimize waste, the Concessioner will use non-disposable products where feasible. Where this is not feasible, the Concessioner must use recyclable products, to the extent possible, and provide appropriate recycling containers for them.
- (3) *Gift Shop Mission Statement.* The Concessioner will adhere to the "Gift Shop Mission Statement," provided as Attachment A-12 to this Operating Plan. The Concessioner and the Park will review it annually and the Park will update it as needed.
- (4) *Items to Be Sold.* The gift shop must offer items that have a direct relationship to Ozark National Scenic Riverways and its history by incorporating the Park's interpretive themes. The Concessioner must prominently display items of Park interpretive, environmental and cultural educational value.
- (3) *Range of Merchandise.* The Concessioner must provide a range of merchandise and associated prices.
- (4) *Gifts and Souvenirs.* The Concessioner must provide visitors with opportunities to buy memorabilia while obtaining information or educational messages related to Park resources.
- (5) *Labeling and Certification*
 - (a) The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available.
 - (b) Informational Tags. Wherever appropriate, informational tags attached to the items will show the items' relationship to Park interpretive themes.
 - (c) Handicraft Labeling. The Concessioner must label handicraft items as such.
- (6) *Convenience Items.*
 - (a) The camping store will stock a variety of commonly needed convenience and food items, ice, a limited amount of bundled firewood, and supplies for campers, floaters/boaters, hikers and backpackers, including economically priced items related to the above-mentioned activities' safety.
 - (b) The Concessioner may sell insect repellent commercially produced to spray on individuals. All other sale of insecticides or pesticides must be submitted to the Superintendent for review and approval.
- (7) *Alcoholic Beverage Sales.*
 - (a) The Convenience Store may sell alcoholic beverages as provided under Missouri law and as appropriately licensed and insured with proof thereof.
 - (b) The sale of packaged alcoholic beverages will be limited to aluminum and plastic containers only.
 - (c) Promotional activities may not center on alcoholic beverages (e.g., happy hours, two-for-one sales, etc.).
 - (d) Liquor Laws. The Concessioner must train its employees in the responsible practices of selling alcoholic beverages.
 - (e) The Concessioner must track all alcohol sales and be able to provide the superintendent with an annual report on the gross receipts for alcohol sales.

- (8) *Items not to be Sold or Displayed.* The Superintendent may review and approve all merchandise sold in the Park. The Superintendent may exercise his or her discretion to determine that certain items may be inappropriate and unacceptable for sale.

The Concessioner may not sell or display the following:

- (a) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, and items that reflect a lack of concern for the environment or culture, including such language on T-shirts or other apparel.
 - (b) Plant materials and other natural materials if obtained from units of the NPS.
 - (c) Animal skins, taxidermy specimens, etc., containing parts from threatened or endangered species. Such items must not be incorporated into merchandise or used in displays.
 - (d) Gifts and souvenirs which are commonly found outside the Park that do not relate to identified Park themes.
 - (e) Items that may, by their nature, encourage violation of NPS and Park regulations, i.e., collecting kits, birdseed, wildflower or plant seeds, etc.
 - (f) Junior Ranger Badges.
- (9) *Facility and Merchandise Appearance*
- (a) Views from the exterior looking in must not be impeded by signs in windows or other obstructions. All signs advertising the sale of liquor or special promotions may appear only within the retail area or facility.
 - (b) Floor areas must be clean and free of clutter. The Concessioner will carry out a routine cleaning program at a minimum of once per day, either before daily opening or at the end of the day, with special attention to all floors.
 - (c) The Concessioner will maintain merchandise shelves and/or glass areas (e.g., store windows) in good condition, free of dust and fingerprints.
 - (d) Safe displays. The Concessioner will ensure that products that might present safety or security concerns for children are stored or displayed in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays must not be top-heavy. The Concessioner must pay special attention to the appropriateness of merchandise near checkout areas.
 - (e) All merchandise must be undamaged, rotated on a regular basis, and checked for cleanliness.
 - (f) Storage. The Concessioner must keep storage areas neat and clean and, to the extent possible, out of visitors' view.

B) Interpretive Services

- (1) *General.* The Concessioner will work with the NPS to develop interpretive messages. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and NPS goals.
- (2) *Personal Interpretive Services.* Employees will demonstrate their knowledge of the significance of Park resources and history by providing accurate information and assistance to visitors.
- (3) *Non-Personal Interpretive Services.* This refers to the use of printed materials, computer websites, etc.
 - (a) In retail facilities the Concessioner is encouraged to include thematic messages on a variety of items, including souvenirs, gift items, drink cups, hangtags, receipts, and comment cards. The Concessioner must submit these items for review and approval to the Concessions Management Office prior to implementation.
 - (b) The Concessioner must provide appropriate locations within Concession Facilities, both interior and exterior, for Park interpretive, environmental, and safety messages.
 - (c) Locations. The Concessioner is encouraged to integrate Park interpretive themes into the interior decors at retail facilities.

- (d) Maps and Guides. The Concessioner will make Park information available at canoe rental desks and the camping store.
- (4) *Cooperation with Park Programs.* The Concessioner will cooperate with the Park in the presentation of Park interpretive programs around Concession Facilities.

REPORTING REQUIREMENTS

- (1) *NPS Reports Annual Overall Rating.* The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, environmental, and safety components.
- (2) *Concessioner Operational Reports.* The Concessioner must provide the Park supporting documentation for all operational reports upon request.
- (3) *Management Listing.* Within 30 days after Contract execution and then annually thereafter, the Concessioner will provide the Park with a list of its key management and supervisory personnel, with office and emergency phone numbers for each. The Concessioner will submit updates of this list as it changes.
- (4) *Incident Reports.* The Concessioner must immediately report the incidents listed below to NPS Dispatch at 844-460-3604, the Jacks Fork District Ranger or one of the Park Rangers at 573-226-3316, or Park Headquarters at 573-226-3316.
 - a. Any fatalities, any visitor-related accidents, and any other incidents that could result in a tort claim to the United States or the Concessioner.
 - b. Death of stock.
 - c. Property damage estimated to be over \$500.
 - d. Employee or visitor injuries requiring more than minor first aid treatment.
 - e. Any fires.
 - f. Any motor vehicle accidents.
 - g. Any incident that affects Park resources.
 - h. Any known or suspected violations of the law.
- (5) *Human Illness Reporting.* The Concessioner must promptly report information on all human communicable illnesses, whether illnesses to employees or guests, to the NPS Dispatch at 844-460-3604. This information, along with other information received, may be inspected by the U.S. Public Health Service's consultant or representative to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. A suspected outbreak of human illness is two or more persons with common symptoms. Initial reports may be made by telephone. The Concessioner must next notify the Concessions Management Office at 573-323-4864. Illnesses of concern include, but are not limited to: food-related complaints, gastro-intestinal illnesses, and illnesses carried by animals or insects such as Hantavirus, West Nile virus, Rocky Mountain Spotted Fever, Relapsing Fever, etc.
- (6) *Hazardous or Non-hazardous Substance Spills.* The Concessioner must immediately report spills to NPS Dispatch at 844-460-3604. The Concessioner must also call the following numbers:
 - a. National Response Center: 800-424-8802
 - b. EPA: Region #7 (Lenexa, KS) 24-Hour Hotline: 800-223-0425
 - c. Concessions Office at 573-323-4864
- (7) *Certificates of Insurance.* The Concessioner must provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract. The Concessioner should ask its insurance provider to update the Concessioner's replacement costs every year, and should include demolition and removal costs. The Concessioner should have replacement cost policies rather than actual cash value (ACV) policies.

- (8) *Survey and Visitor Response Data.* Any and all surveys conducted by the Concessioner must be approved in advance in writing by the NPS. All customer satisfaction data collected by a third party that is provided to the Concessioner must be provided to the NPS within 14 days of receipt.
- (9) *Operational Reports by Use.* The Concessioner must include all operational statistics for the individual Concession Facilities in a monthly Concessioner operational report due by the 15th day of the following month. The Concessioner must present this data in a concise spreadsheet form.
- a. Rental (separate out canoe, kayak, raft, tube rental categories) provided as Attachment A-13 and an alternative electronic spreadsheet format as Attachment A-13a to this Operating Plan.
 - b. Retail (separate out alcohol, groceries/convenience items, merchandise/gift, wood and ice) included in Attachment A-14 to this Operating Plan.
- (10) *Concessioner Financial Reporting.* In addition to the annual financial report (AFR) required in the Contract, which must be developed and completed based on currently acceptable accounting practices, the Concessioner must provide the following financial report:
- a. *Franchise Fee Payments.* Franchise Fee payments will be required to be submitted electronically via Pay.gov. Along with their Franchise Fee payment, the Concessioner will submit a Monthly Financial Report, in the form prescribed by the Park budget office (see sample in Attachment A-12) no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday).
- (11) *Summary of Initial and Recurring Due Dates.* The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

<i>Title</i>	<i>Reference Location</i>	<i>Schedule</i>	<i>Due Date</i>
Initial Requirements			
Balance Sheet	CC-page 16	Initial	Within 90 days of the execution of this Contract or its effective date, whichever is later.
Concessioner Fiscal Year		Initial	Report intended fiscal year within 30 days of the Contract effective date
List of Management Personnel	A-2	Initial and annually	Within 30 days of the Contract effective date and prior to season each year or as updated
Perform interior and exterior fire inspections of concession-assigned facilities.	A-06	Initial and annually	Within 30 days of the Contract effective date and prior to season each year or as updated
Group Booking Policy	A-07	Initial and annually	Within 120 days of the Contract effective date and by April 15 annually if changes are made.
Lost and Found Policy	A-08	Initial and annually	Within 60 days of the Contract effective date and by April 15

<i>Title</i>	<i>Reference Location</i>	<i>Schedule</i>	<i>Due Date</i>
Visitor comment cards	A-10	Initial and as updated	As soon as developed and prior to distribution
Hiring policies	A-12	Initial and as updated	Within 90 days following the Contract effective date
Employee Handbook	A-12	Initial and as updated	At least 30 days prior to publication and/or distribution
Environmental Management Program (EMP) Plan	A-12	Initial and annually	Within 60 days of the Contract effective date, updated annually by November 15.
Risk Management Plan	A-13	Initial and as updated	Within 120 days of the Contract effective date, updates annually by November 15
Informational, Interpretive and Promotional Materials	A-16	Initial and as updated	At least 90 days of the Contract effective date, promotional media (including websites) submitted for review and approval prior to projected need or printing dates, thereafter changes should be submitted at least 14 days prior to commencement of the opening season.
Request for use of the Mark	A-17	Initial	Prior to use
Vending Machine Location Proposal, if applicable	A-17	Initial	90 days after Contract effective date
Merchandise Plan	A-23	Initial and as updated	Within 120 days of the Contract effective date
Certificate of Insurance	A-26	Initial and annually	14 days prior to commencing operations; prior to expiration annually.
Annually			
Hours and Schedule of Operations	A-03	Annually	90 days prior to commencement of the opening season
Rate Approvals	A-04	Annually	90 days prior to commencement of the opening season
Visitor comment cards	A-10	Initial and as updated	As soon as developed and prior to distribution
Concessioner Employee List, indicating position held	A-11	Annually	April 15 annually, and again if/when changes occur

<i>Title</i>	<i>Reference Location</i>	<i>Schedule</i>	<i>Due Date</i>
Employee Handbook	A-12	Initial and as updated	At least 30 days prior to publication and/or distribution
Environmental Management Program (EMP) Summary of Performance	A-12	Annually	Updates annually by November 15
Risk Management Plan Changes	A-13	Annually	Updates annually by November 15
Utility (electronic deposit)	A-13	Annually	Billed in January for the preceding year's water and wastewater usage.
Employee Accident/Injury Analysis	A-13	Annually	November 15
Informational, Interpretive and Promotional Materials	A-16	Initial and as updated	Updates annually 14 days prior to commencing operations.
Merchandise Plan	A-23	Initial and as updated	April 15 annually, if/when changes occur
Certificate of Insurance	A-26	Initial and annually	14 days prior to commencing operations; prior to expiration annually.
Annual Financial Report	CC-page 16	Annually	120 days from the end of the Concessioner's fiscal year. <i>Due April 30 if using calendar year.</i>
Monthly			
Visitor Satisfaction Monitoring (comments and complaints from cards and internet)	A-10	Monthly	By the 15 th day after the final day of each month of operation
Vessel/Tube Rental Report (Visitation Statistics), spreadsheet format	A-26	Monthly	By the 25 th day after the final day of each month of operation
Financial/Operational Report, spreadsheet form	A-26	Monthly	By the 15 th day after the final day of each month of operation
Franchise Fee (electronic deposit)	A-26	Monthly	By the 15 th day after the final day of each month of operation
Immediately			
Visitor complaints	A-10	As needed	Initial response to visitors within 48 hours, copy of response to NPS within 5 days
External Regulatory Agencies	A-25	As needed	As soon as possible, but not later than ten days after receipt
Human Illness	A-25	As needed	Immediately

<i>Title</i>	<i>Reference Location</i>	<i>Schedule</i>	<i>Due Date</i>
Incident Report	A-25	As needed	Immediately

ATTACHMENTS

	<i>Attachment Title</i>	<i>Reference Location</i>	<i>Schedule - Responsibility</i>
1	<i>Park's points of contact for emergencies</i>	<i>A-01</i>	<i>Annually--Park</i>
2	<i>CMD Rate Approval Form</i>	<i>A-02</i>	<i>Annually--Park</i>
3	<i>NPS employees</i>	<i>A-03</i>	<i>As necessary--Concessioner</i>
4	<i>Risk Management Program Standards</i>	<i>A-04</i>	<i>Initially, and as updated - Park</i>
6	<i>Rental Agreement Example</i>	<i>A-06</i>	<i>Initially, and as updated--Concessioner</i>
7	<i>10-BOA, Boat Rental PE Form</i>	<i>A-07</i>	
8	<i>Vessel Decal Replacement</i>	<i>A-08</i>	<i>As necessary--Concessioner</i>
9	<i>Vessel Exchange Form</i>	<i>A-09</i>	<i>As necessary--Concessioner</i>
10	<i>Vessel Standards</i>	<i>A10</i>	<i>Park</i>
11	<i>10-RET, Retail PE Form</i>	<i>A-11</i>	
12	<i>Gift Shop Mission Statement</i>	<i>A-12</i>	<i>Park</i>
13	<i>Monthly Vessel/Tube Rental Report</i>	<i>A-13</i>	<i>Monthly--Concessioner</i>
13a	<i>Monthly Vessel/Tube Rental Report (electronic spreadsheet format)</i>	<i>A-13a</i>	<i>Monthly--Concessioner</i>
14	<i>Monthly FF – Financial/Operational Report by Use</i>	<i>A-14</i>	<i>Monthly--Concessioner</i>

**ATTACHMENT A-01
OZARK NATIONAL SCENIC RIVERWAYS
PARK POINTS OF CONTACT**

UPPER CURRENT

District Interpreter Supervisor	josh_chilton@nps.gov	573.226.3945
District Maintenance Supervisor	carl_d_terrill@nps.gov	573.323.8115
District Ranger Supervisor	chris_figge@nps.gov	573.323.8138

HEADQUARTERS OFFICE

Concession Management Specialist	peggy_tarrence@nps.gov	573.323.4864
Deputy Superintendent, and Superintendent		573.323.4852

PARKWIDE

Arrowhead Regional Dispatch Center (ARDC) Emergency Dispatch		1-844-460-3604
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ATTACHMENT A-02
OZARK NATIONAL SCENIC RIVERWAYS
COMPETITIVE MARKET DECLARATION (CMD) RATE APPROVAL FORM

To be submitted annually **ninety (90) days** prior to anticipated implementation dates, media and/or brochure publication dates, and customer notification.

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.

Attach your current proposed rates here, along with this declaration 90 days prior to the commencement of each operating season.

_____ may price services competitively without further approval from the National Park Service. This declaration is for the period of January 1, 20xx through December 31, 20xx.

Superintendent

Date

**ATTACHMENT A-03
OZARK NATIONAL SCENIC RIVERWAYS
NPS EMPLOYEE OR RELATIVE**

Name of Potential Concession Employee:

Name of Concessioner:

Position Title Applied for:

NPS Employee Name and Title:

Relationship of Potential Concession employee to you:

Other comments:

For Superintendent's Use Only:

I concur with this request for employment: _____

OR I do not concur with this request for employment: _____

Signed: _____ Date: _____

Superintendent

Definitions:

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

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

References:

From OZAR001-20 Operating Plan: The Concessioner may not employ in any status an Ozark National Scenic Riverways employee, his/her spouse, or his/her dependent child without prior Superintendent written approval. Potential employees who fall within this description must submit a written request to the Service, as found in an Attachment to this Operating Plan. The Concessioner will retain the approved request as part of the employee's personnel file.

The Concessioner may not employ in any status the following, their spouses or dependent children: the Superintendent, Deputy Superintendent, Concessions Management staff, Risk Management Officer, Chief or District Ranger, or Public Health Sanitarian.

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

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

**ATTACHMENT A-04
OZARK NATIONAL SCENIC RIVERWAYS
RISK MANAGEMENT PROGRAM STANDARDS**

PURPOSE

These standards define NPS minimum requirements for concessioner Risk Management Programs (RMPs) in accordance with NPS policy. The RMP is the management system the concessioner develops and implements to address the risk management aspects of its operations. Concessioners are independently responsible for developing and implementing an RMP of adequate scope and content to comply with all Applicable Laws and to provide for a safe and healthy environment for employees and visitors, irrespective of these RMP standards.

AUTHORITIES

NPS Management Polices (section 10.2.4.8) states that concessioners are responsible for managing all their operations to minimize risk and control loss due to accident, illness, or injury, and that concession contracts must contain requirements for each concessioner to develop a RMP that is (1) appropriate in scope to the size and nature of the operation, (2) in accord with the [Occupational Safety and Health Act of 1970](#) and the NPS concession risk management program, and (3) accepted by the superintendent.

STANDARDS DEVELOPMENT AND UPDATE

The standards were developed in consideration of Applicable Laws, industry safety management standards (such as BS OHSAS 18001), NPS risk management and Operational Leadership policy and guidance, past NPS concession RMP policy and standards, and concessioner risk management practices. This standard will be periodically reviewed and may be revised to reflect changes in Applicable Laws, industry practices, or to provide program improvements.

RMP STANDARDS

The RMP standards defined by the NPS consist of the requirements associated with ten elements, identified in Table 1 below. While the RMP must address each of these elements, it should be specific to, and adequately address, the type and size of services the concessioner provides under its concession contract with the NPS. The RMP can, and should, be simple and flexible to ensure it is fully embraced and implemented by the concessioner’s management and staff. More complex operations and services, or additional park requirements to prepare for specific events, may warrant a more detailed program with additional elements or sub-elements than those defined through the NPS standard.

Table 1 – NPS Concession RMP Elements

1	Risk Management Program Scope
2	Responsibility and Accountability
3	Training
4	Documentation and Operational Controls
5	Communication
6	Reporting
7	Inspections and Corrective Action

8	Hazard Incident Investigations and Abatement
9	Management Review
10	Other Contract Requirements

RMP ELEMENT 1 – RISK MANAGEMENT PROGRAM SCOPE

The concessioner must establish and maintain an RMP appropriate for the activities, size, and complexity of the operation.

Standards:

- 1.1 The RMP is documented, and its scope covers the ten risk management elements. Furthermore, the RMP scope addresses the risk management objectives and aspects applicable to the operation, including:
 - legal requirements (Applicable Laws), contract requirements (including requirements contained in Exhibits), and safety best management practices
 - employee and visitor hazards
 - operational, facility and natural hazards
- 1.2 The RMP establishes a safety policy for the organization. The policy indicates commitment to:
 - compliance with Applicable Laws and safety and health-related contract requirements
 - providing a safe and healthful environment for employees, park staff and visitors to the extent possible
 - assigning responsibilities
 - providing staff and resources
 - monitoring performance

RMP ELEMENT 2 – RESPONSIBILITY AND ACCOUNTABILITY

The concessioner must establish the organizational structure, personnel roles and responsibilities, and resources needed to effectively implement the RMP.

Standards:

- 2.1 The concessioner identifies a safety and health official, and documents this assignment in the RMP.
- 2.2 The concessioner identifies the risk management organizational and staff responsibilities, and documents this structure and assignments in the RMP.
- 2.3 RMP resources are developed, documented in the RMP, and applied; resources are adequate to execute the program. Resources include:
 - personnel (e.g., number of staff, experience and skills)
 - facilities and equipment
 - information, documentation, and data management systems
 - agreements for support from outside contractors and agencies
 - training programs for concession personnel

RMP ELEMENT 3 – TRAINING AND QUALIFICATIONS

Personnel must be competent to perform the tasks assigned to implement the RMP.

- 3.1 Managers and staff with safety and health responsibilities meet the qualification requirements defined in the contract and RMP. Competency requirements are defined by appropriate education, training, and experience.

- 3.2 A training plan is developed, documented in the RMP, and executed; and includes:
 - Defined training requirements for the safety officer and other personnel, including requirements to meet Applicable Laws, the contract, and the RMP.
 - Required training records, such as training materials, schedules, and participant records.
- 3.3 The concessioner has conducted and documented all training.

RMP ELEMENT 4 – DOCUMENTATION AND OPERATIONAL CONTROLS

The concessioner must establish and maintain plans and procedures to manage operations and emergencies associated with its RMP. The number and complexity of these plans and procedures will depend on the size and complexity of the concessions operation. Some plans and procedures may be required by Applicable Law or the contract.

Standards:

- 4.1 RMP plans and standard operating procedures are developed, implemented, maintained, and included or referenced in the RMP. These plans and procedures address requirements in Applicable Laws, the contract, and the RMP to ensure safe operations. Some plans and procedures may overlap with those in the Environmental Management Program (EMP) and/or the Public Health Program (PHP). Examples of operating procedures include:
 - Procedures for the safe storage and handling of chemicals
 - Procedures for embarking and disembarking visitors
 - Procedures for safe equipment use, maintenance, and inspection
 - Procedures for managing wildlife interactions
 - Procedures for animal pest exclusion
 - Procedures for cancelling operations due to weather
- 4.2 RMP emergency plans and procedures are developed, documented (if applicable), implemented, maintained, and included or referenced in the RMP. These plans and procedures address requirements in Applicable Laws (e.g., Emergency Action Plan (EAP), Fire Prevention Plan (FPP), the contract, and the RMP. Some plans and procedures may overlap with those in the EMP and/or PHP. Emergencies to be addressed include:
 - Natural disasters (earthquakes, floods, tornados, hurricanes, etc.)
 - Motor vehicle incidents
 - Medical emergencies (visitors and employees)
 - Fire (structural, motor vehicles, wildfires, etc.)
 - Terrorism and law enforcement activities
 - Accidents and fatalities (visitors and employees within park boundaries)

RMP ELEMENT 5 - COMMUNICATION

The RMP must be effectively communicated internally to concession employees, and externally to park personnel, visitors, and to other parties that could be involved in the RMP.

Standards:

- 5.1 The RMP is available to staff and communicated throughout the concession organization so that personnel understand and can effectively implement the RMP.
- 5.2 The RMP addresses procedures for communicating hazards to visitors. The hazards may include:
 - Activity-related hazards (e.g., white water rafting)

- Natural resource-related hazards (e.g., bears)
 - Facility-related hazards and procedures (e.g., property evacuation maps)
- 5.3 Any visitor acknowledgment of risk is approved by the park. Waivers of liability are not used.
- 5.4 The concessioner's risk emergency plans are coordinated and agreements in place with other applicable parties such as the NPS, other federal, state, or local emergency response agencies.

RMP ELEMENT 6 - REPORTING

As part of its RMP, the concessioner must develop and implement procedures for reporting internally within the concession organization, and externally to the park and other regulatory agencies.

Standards:

- 6.1 All documents, reports, monitoring data, manifests, notices and other documentation required to be submitted to regulatory agencies are submitted on time and in accordance with Applicable Laws. Copies of such communications are provided to the NPS in accordance with the contract. Additional plans, reports, and other documentation are submitted to the NPS in accordance with the contract and RMP.
- 6.2 Imminent danger and serious incidents are reported to the park in a timely manner in accordance with the contract and RMP.
- 6.3 Annual reports include internal, park, and other regulatory agency risk data, and are submitted to the NPS in accordance with the contract and RMP.

RMP ELEMENT 7 – INSPECTIONS AND CORRECTIVE ACTION

Concessioners must develop and implement safety inspection processes to identify risk management issues. Inspections must be conducted by persons trained and capable of recognizing and evaluating the applicable aspects of the operation. Inspections may be conducted for the concessioner by a qualified third party. Concessioners must also develop and implement a process for abating deficiencies identified through their inspection processes or by any regulatory agency.

Standards:

- 7.1 Safety inspections are conducted as required by Applicable Laws, specified in the contract and RMP, or as otherwise necessary to effectively manage operations safely. Formal and routine inspections are scheduled, conducted, and documented. The inspections are conducted by qualified personnel as described in the RMP.
- 7.2 Imminent danger, serious, and non-serious hazard deficiencies identified by internal or external inspections are analyzed, corrected, or mitigated within the contract or RMP required timeframes. Any deviations from these timeframes are accepted by the park and documented.

RMP ELEMENT 8 – EMERGENCY INCIDENT INVESTIGATION AND ABATEMENT

Concessioners must develop and implement procedures to address accidents/incidents as part of its RMP.

Standards:

- 8.1 Accidents/incidents are responded to in a timely and effective manner.
- 8.2 An investigation is conducted for every accident/incident.
- The investigation includes an analysis to determine the cause.
 - Corrective action is taken to mitigate recurrences of the accident/incident.

RMP ELEMENT 9 – MANAGEMENT REVIEW

Concessioners must conduct a management review of the RMP at least annually to ensure its continued suitability, adequacy, and effectiveness. This review should consider performance against internal indicators such as health and safety goals and objectives. The review must also consider program failures that occurred during the year. The RMP must be modified to reflect any necessary changes to address any program gaps required.

Standards:

- 9.1 The RMP is reviewed at least annually, and updated as necessary.
 - The RMP review includes analysis of performance in each RMP element area to determine any systemic program failures (particularly failures that resulted in fatal or serious accidents/incidents or imminent danger hazard deficiencies) and non-compliance with Applicable Laws.
 - Systemic problems are addressed in RMP updates.
- 9.2 The initial RMP is submitted to the park within the contract specified timeframe for review, and is accepted by the park. Any subsequent documented RMP updates are submitted to the park for review and acceptance.

RMP ELEMENT 10 – OTHER CONTRACT REQUIREMENTS

In addition to the requirements outlined for other RMP elements, the concession contract may have additional risk management requirements in the contract, operating, or maintenance plans that are *de facto* standards.

- 10.1 Contract-specific safety and health requirements not otherwise addressed in the RMP standards are met.

DEFINITIONS

Applicable Laws: The laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

Concession Contract: A binding written agreement between the NPS Director and a concessioner entered into under 36 CFR 51. It authorizes concessioners to provide certain visitor

s within a park under specified terms and conditions. All NPS concessioners awarded concessions contracts that are based on the standard concession contract provisions published in the Federal Register on May 4, 2000 (65 FR 26051-26086: Part III, Department of the Interior, National Park Service, Standard Concession Contract; Revision; Notice), are required under Section 4 of the standard concession contract to prepare and submit an initial written RMP to the park within 60 days of the effective date of their concession contract for acceptance.

Deficiencies: Deficiencies are classified into one of three categories.

- Imminent danger: A condition or practice with potential for loss of life or body part, permanent disability, and/or extensive loss of structure, equipment or material.
- Serious hazard: A condition or practice with potential for serious injury or illness resulting in temporary disability or property damage that is disruptive, but less severe than imminent danger.
- Non-serious hazard: A condition or practice with potential for minor non-disability injury or illness or non-disruptive property damage.

Emergency Action Plan (EAP): Emergency plan required under 29CFR 1910.38(a) to ensure visitor and employee safety. EAP emergencies include:

- Natural disasters (earthquakes, floods, tornados, hurricanes, etc.)
- Motor vehicle incidents
- Medical emergencies (visitors and employees)
- Fire (structural, motor vehicles, wildfires, etc.)
- Terrorism and law enforcement activities
- Accidents and fatalities (visitors and employees within park boundaries)
- Hazardous spills or releases

Fire Prevention Plan (FPP): Fire prevention plan required under 29CFR 1910.39 to address fire safety.

Incident: Incidents which must be reported to the park include:

- Fatalities
- Visitor incidents which could result in a tort claim against the United States
- Property damage incidents over \$500
- Employee injuries requiring more than first aid treatment
- Any fire
- Motor vehicle accidents over \$250
- Others as defined in the contract

Timely: The period of time reasonable under the circumstances. Corrective action for deficiencies is completed within the maximum time limits:

- Imminent danger: immediately
- Serious hazard: 15 days
- Non-serious hazard: 45 days

**ATTACHMENT A-05
OZARK NATIONAL SCENIC RIVERWAYS
VISITOR ACKNOWLEDGEMENT OF RISKS EXAMPLE**

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

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

[description of risks]

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

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

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

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

Signature Date

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

Signature Date

ATTACHMENT A-06
OZARK NATIONAL SCENIC RIVERWAYS
RENTAL AGREEMENT EXAMPLE

Date _____

No. _____

EQUIPMENT RENTAL AGREEMENT

Business Name
Address, City, State, Zip
Phone

Name (Print) _____

Street or Box No. _____

City _____ State _____ Zip _____

No. of people in group including children _____

WARNING OF RISK: WATER ACTIVITIES CAN BE DANGEROUS. FLOAT SAFELY.

Services Charged for:

Canoe Rental: No. Days _____ No. Canoes _____ Total \$ _____
Tube Rental: No. Days _____ No. Tubes _____ Total \$ _____
Cooler Tube Rental: No. Days _____ No. Tubes _____ Total \$ _____
Kayaks Rental: No. Days _____ No. Kayaks _____ Total \$ _____
Rafts Rental: No. Days _____ No. Rafts _____ Total \$ _____
Equipment Rental: No. Cushions _____ No. Life Jackets _____
No. Paddles _____ Other _____ Total \$ _____
Private Canoe Hauling: No. Canoes _____ Total \$ _____
Car Shuttle and Drivers: No. Cars _____ Total \$ _____
Subtotal \$ _____
Deposit \$ _____
Balance Due \$ _____

CANOE RENTAL INFORMATION:

Table with 7 columns: DATE, DAY OF WEEK, NO. CANOES, NO. PEOPLE, TIME, ACCESS. Rows for IN and OUT.

CAR SHUTTLE INFORMATION:

From _____ To _____ by Date _____ Make of Car _____ Model Year _____
Licence _____ State _____ Extra Set of Keys _____ Keys Placed at _____
No. Canoes in Party _____ No. of People _____ No. of Days on River _____

Special Instructions:
Canoe Numbers:

DEPOSIT RATES: Life Jacket.....\$ _____ Paddle\$ _____ Seat Cushion \$ _____
Canoe \$ _____ Tube.....\$ _____ Other _____ \$ _____

THERE WILL BE A \$ _____ RETRIEVAL AND REPAIR FEE FOR LOST AND/OR DAMAGED RENTAL EQUIPMENT.

I ACKNOWLEDGE AND UNDERSTAND THE WARNING OF RISK PROVIDED AND THAT I AM RESPONSIBLE FOR EQUIPMENT RENTED.

Signature _____

**ATTACHMENT A-07
OZARK NATIONAL SCENIC RIVERWAYS
VESSEL DECAL REPLACEMENT FORM**

To: Superintendent, Ozark National Scenic Riverways, NPS

Attn: Concessions

Re: Request for replacement of vessel decals

The following decals require replacement due to the noted circumstances:

**Please list them below by decal number and indicate the reason for decal replacement.*

Old NPS Decal # needing replacement	Old Vessel Serial #	Reason for Replacement				New Vessel Serial #	New NPS Decal Replacement # (for park use)
		<u>Vessel or Decal Damaged beyond repair</u>	<u>Vessel Lost or Stolen</u>	<u>Vessel Sold</u>	<u>Other</u>		
		<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>		

- If missing, I have reported the stolen or lost vessel to a ranger.
- The vessel was damaged in an accident and I have reported the incident to a ranger or to the concessions office at park headquarters, 573/323-4864.

I certify that the vessel decals (by serial number) as described above have been removed and are no longer in service at Ozark National Scenic Riverways.

Name of Concession

Date

(Signature)

Other Comments:

**ATTACHMENT A-08
 OZARK NATIONAL SCENIC RIVERWAYS
 VESSEL EXCHANGE REQUEST FORM**

With the Superintendent’s approval, Concessioners may exchange one canoe for one kayak. Likewise, with the Superintendent’s approval, the Concessioner may exchange two canoes for one 4-6 person raft (up to 10% of total canoe allocation) or one Johnboat for one 4-6 person raft. In doing so, Concessioners must remove the NPS decal(s) from the vessel they wish to exchange and request replacement decal(s) for the new inventory item. To request this exchange please complete the following information and submit to:

Superintendent
 Ozark National Scenic Riverways
 PO Box 490, 404 Watercress Drive
 Van Buren, Missouri 63965

Date: _____

To: Superintendent, Ozark National Scenic Riverways, NPS

Attn: Concessions Program

Re: Request to exchange one type of vessel for another.

I would like to request an exchange of the vessels listed below. The exchange will be from a:

- canoe to kayak (1 for 1)
 kayak to canoe (1 for 1)
 canoe(s) to raft (2 for 1)
 raft to canoe(s) (1 for 2)

**Please list them below.*

<i>Old NPS Decal # on vessel to be exchanged</i>	<i>New NPS Decal Replacement # issued (for park use)</i>	<i>Cncs "House" # Only if utilized</i>	<i>Number of canoes in your inventory after requested exchange</i>	<i>Number of kayaks in your inventory after requested exchange</i>	<i>Number of rafts in your inventory after requested exchange</i>

I certify that the canoe decals (by NPS serial number) as described above have been removed and are no longer in service at Ozark National Scenic Riverways.

 (Name of Concession)

 (Date)

 (Signature)

Other Comments:

**ATTACHMENT A-9
OZARK NATIONAL SCENIC RIVERWAYS
VEHICLE/EQUIPMENT CONDITION ASSESSMENT AND STANDARDS**

Vehicle, Vessels and Other Equipment Checklist:	Good Condition	Minimum Condition	Poor Condition	Comments
Vehicle Maintenance				
• 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				
• Required safety equipment onboard, i.e., fire extinguishers, flares, first aid kit				
• Park messages displayed, i.e., no glass, etc.				
Other equipment- Canoe Trailers				
• 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				
Regulations				
• All applicable regulations are followed, license clearly visible, registration and proof of insurance documentation in place				
Rental Equipment				
• 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				
• Flotation devices – 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 A-10
OZARK NATIONAL SCENIC RIVERWAYS
GIFT SHOP MISSION STATEMENT

Purpose

The Current and Jacks Fork Rivers make up the Ozark National Scenic Riverways, the first national park area to protect a wild river system. The park's purpose is based on the legislation establishing the Park and the legislation governing the National Park Service (NPS). As a place of national importance, Ozark National Scenic Riverways is to be managed to:

- (a) conserve and interpret unique scenic and other natural values and objects of historic interest
- (b) preservation of portions of the Current River and the Jacks Fork River as free-flowing streams, preservation of springs and caves and the management of wildlife
- (c) provide for the use and enjoyment of the outdoor recreation resources

Ozark National Scenic Riverways' gift shops assist the NPS in these three objectives by providing opportunities for visitors to purchase mementos of their Park visit, and by acting as an extension of the Park's interpretive efforts. Gift shops allow visitors to take something of their Park experience with them when they leave by providing gifts and souvenirs that relate to the Park and regional resources. This merchandise has the potential to provide the visitor pleasant memories of his/her national park experience and produce further understanding of preservation and related environmental and cultural values.

The Concessioner will provide support to the Park's interpretive program through its sales of gifts and souvenirs. This Statement is in addition to the requirements of the Contract and the Operating Plan for this Concessioner.

Themes

Primary Park-wide interpretive themes, as established by the NPS Interpretation Division, are natural resources, cave and spring geology and ecology, riparian and Ozark upland ecology, aquatic ecology, spring and river hydrology, inspiration and experience, Ozark history, archaeology, and river based recreational activities.

Some examples by theme, which are appropriate for use at Ozark National Scenic Riverways, are, but are not limited to:

- 1) Guides and maps of the area
- 2) Geology, ecology, and hydrology of the area
- 3) Natural environment
- 4) Biographies and autobiographies
- 5) United States history books
- 6) Ozark history and culture
- 7) River-based recreation
- 8) Craft books and cookbooks that highlight the local culture
- 9) Calendars that represent the park, the State of Missouri, or NPS

ATTACHMENT A-11
OZARK NATIONAL SCENIC RIVERWAYS
MONTHLY VESSEL/TUBE RENTAL REPORTING EXAMPLE

Please provide statistics by the 25th day of each month to: Commercial Services Specialist Peggy Tarrence at email: peggy_tarrence@nps.gov; by Fax at 573/323-8010; or via postal mail at Ozark National Scenic Riverways, NPS, Commercial Services Program, P.O. Box 490, Van Buren, Missouri 63965.

Reporting Period: * (Month/Date/Year to Month/Date/Year)

*Please use the date format indicated above; as exact dates are essential for statistical purposes.

Concessioner/Permittee: Date of report completion:

Schedule M - Operational Statistics # of Monthly Trips # of Monthly Floaters/Riders

A) CANOES: (Schedule M - Operational Statistics, line 23)

- 1. Number of canoes/floaters on 1-day trips Trips Floaters
2. Number of canoes/floaters on 2-day trips Trips Floaters
3. Number of canoes on 3+ day trips Trips Floaters

Total Number of RAFTS rented this month Trips Monthly Raft Floaters

B) KAYAKS: (Schedule M - Operational Statistics, line 24)

- 1. Number of kayaks on 1-day trips Trips Floaters
2. Number of kayaks on 2-day trips Trips Floaters
3. Number of kayaks on 3+ day trips Trips Floaters

Total Number of KAYAKS rented this month Trips Monthly Raft Floaters

C) RAFTS: (Schedule M - Operational Statistics, line 25)

- 1. Number of rafts on 1-day trips Trips Floaters
2. Number of rafts on 2-day trips Trips Floaters
3. Number of rafts on 3+ day trips Trips Floaters

Total Number of RAFTS rented this month Trips Monthly Raft Floaters

Monthly Tube Floaters

D) Number of TUBES/PERSONAL INFLATABLES rented this month (Schedule M - Operational Statistics, line 26)

Monthly JB Floaters

E) Number of JOHNBOATS rented this month Trips (Schedule M - Operational Statistics, line 28)

Total Monthly Floaters To Report

Signature or name of person compiling data:

Attachment A-12	Form 10-BOA Boat Rental Evaluation Form (available by email upon request)
Attachment A-13	Alternative Electronic Monthly Vessel/Tube Rental Reporting Example (available by email upon request)
Attachment A-14	Form 10-RET Retail Evaluation Form (available by email upon request)
Attachment A-15	Franchise Fee/Financial and Operational Report by Use Example (available by email upon request)