

**EXHIBIT B  
OPERATING PLAN**

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## 1. INTRODUCTION

This Operating Plan between [Concessioner Name] d/b/a [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those services within Buffalo National River (hereinafter referred to as the "Area") that are required or authorized by the Concessioner for the purposes authorized by the Contract.

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

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

## 2. MANAGEMENT RESPONSIBILITIES

### A) Concessioner

- (1) General Manager. To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
  - (a) Has the authority and the managerial experience to operate the Concession Facilities and services required, and if applicable, authorized under the Contract,
  - (b) Will employ a staff with the expertise and training necessary to operate all services required, and if applicable, authorized under the Contract.
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
  - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the general manager, the Concessioner will designate an acting general manager.
- (3) Addresses. The Concessioner must maintain the following public contacts and provide the following information to the Service:
  - (a) Physical address of business location
  - (b) Business mailing address for US Postal Service delivery.
  - (c) Email address for customer service and all other concession-related matters including confidential Contract matter (i.e., Annual Overall Ratings, Periodic Evaluations, etc.).
    - The Concessioner may have a specific email address for customer service and a separate email address for all Concession Contract related matters. If the Concessioner maintains two email addresses, both email addresses must be provided to the Service.
- (4) Website address
- (5) Business telephone
  - (a) An after-hours emergency contact name and telephone number for all Concession operations.
- (6) Management Listing and Business Contact Information. Within 30 days of Contract award the Concessioner shall provide to the Service a management listing and business contact information as listed above. An updated list shall be provided to the Service as changes occur.

### B) Buffalo National River

- (1) The Superintendent of Buffalo National River is responsible for all Area operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent

reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (a) Evaluation of Concessioner Services and Concession Facilities and related operations.
  - (b) Monitor concession contract compliance.
  - (c) Review and approval of rates charged for all services.
  - (d) Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Operating Plan does not relieve the Concessioner or the Concessioner’s contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Operating Plan.
- (2) The Service’s point of contact is the Concession Management Specialist at 870-365-2724 or BUFF\_Concessions@nps.gov. A current Service staff list, as needed, will be provided to the Concessioner with all appropriate points of contact.

**3. GENERAL OPERATING STANDARDS AND REQUIREMENTS**

**A) Operating Season by District**

- (1) District Assignment: This Concession will be required to operate from the (Upper, Middle, or Lower) Buffalo District.
- (2) Operating Season and Hours: The Concessioner shall provide all visitor services during the following minimum operating season and hours:

District	Required Operational Season	Canoe Rental Desk Minimum Hours of Operation
Upper Buffalo District	March–June	7 days a week, 9 a.m. – 5 p.m.
Middle Buffalo District	April–August	7 days a week, 9 a.m. – 5 p.m.
Lower Buffalo District	April–September	7 days a week, 9 a.m. – 5 p.m.

- (3) Normal Operations
  - (a) Opening earlier or remaining open later than required is encouraged and requires no approval; however, the Superintendent must be kept advised of operational schedules.
  - (b) 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. Normal procedure is the required minimum hours of operation must be maintained with a few exceptions during the shoulder seasons (beginning and ending of the operational season) or due to unseasonably low water levels. The Concessioner’s schedule of operations will remain in effect unless or until the Superintendent approves a change in writing.
  - (c) All services must be open with regular hours of operation during any holiday within the operating season.
  - (d) The Concessioner must notify the Superintendent when the business closes for the season, including reduced hours of operation that may be provided before or after the required operating season.
  - (e) The Concessioner must post the hours of operation in a prominent location visible from the facility’s exterior.
- (4) Emergency Operations: For “after hours” emergencies the Concessioner must post and prominently display in all facilities a phone number, as well as other relevant instructions.

**B) Rate Administration**

- (1) Rate Determination: The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based upon current management guidelines. All rates and charges to the public by the Concessioner must comply with the

provisions of Section 3(e) of the Contract, including without limitation, the requirements regarding NPS approval of the rates and charges set. The National Park Service Concession Management Rate Administration Guide is available at:

<https://www.nps.gov/subjects/concessions/rate-administration.htm>

- (2) Rate Methods. Competitive Market Declaration
  - (a) A highly competitive market exists within the local area for canoe, kayak, raft and tube rentals and transportation (shuttle) services. A sufficient number of businesses provide similar services in the area resulting in a range of prices and rental equipment. Prices are comparable based on competition and negotiation. Therefore, a **Competitive Market Declaration (CMD)** will be the rate approval method for this concessions operation until superseded in writing by the Superintendent. As used in this Operating Plan, CMD has the meaning set out in the National Park Service Concession Management Rate Approval Guide (2017) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (b) Changes in market conditions or other factors may result in modifying the rate method determined by the Service. The Concessioner will be notified by the Service of any such change at least 60 days in advance.
- (3) Annual Rates. The Concessioner must submit proposed vessel rental rates including shuttle rates by shuttle type (i.e., private vehicle, private vessel, individuals in Concession-owned shuttle vehicles) and location to the Service by November 1 of each year for the following season.
  - (a) Due to the short operating seasons and to ensure visitor satisfaction, once the annual rates are approved by the Service, they must remain in effect throughout the operating season unless the Concessioner has received special, written approval by the Service.
  - (b) Any requests for adjustments to the annual rates must be received in writing at least 30 days prior to proposed publication of rates. All rate change requests must be in writing and include pertinent information about the rate or service proposed, as described by the Rate Administration Guide. Rate requests require support by established criteria and comparability data, providing information in sufficient detail for the NPS to substantiate the requested rate change.
  - (c) The Concessioner must not advertise rates until approved by the NPS. The Concessioner must comply with these rate compliance requirements in all advertising, including, but not limited to, advertising on the Concessioner's website, Concessioner's telephone reservations system, and third-party booking agents.
- (4) Approved Rate Posting. The Concessioner must clearly and prominently post all rates for the public in its business location and on its business website. Brochures and other approved marketing shall at minimum reference the website and business telephone number for more information regarding current rates.
- (5) Reduced Rates for Federal Government Employees. The Concessioner shall **not** provide goods and services to federal government employees or their families without charge or at reduced rates unless the reduced rate is equally available to the general public (e.g., An advertised sale equally made available to the general public).
- (6) Reservation, Cancellation, Deposit and Refund Policies:
  - (a) Within 60 days of Contract award, the Concessioner will provide copies of the reservation, cancellation, deposit, and refund policies to the Service for review and approval.
  - (b) The Concessioner must follow the approved policies unless it requests changes and receives written approval from the NPS in advance of all changes. Any approval for adjustments to the policies must be received in writing at least 30 days in advance of the proposed implementation date. This includes policies and rates for retrieving overdue floaters and/or equipment.
  - (c) Reservation, cancellation, deposit, and refund policies shall be reasonable, not overly restrictive, and efficiently handled.
  - (d) The Concessioner will include the policies on their business website and will include the policies in all reservation confirmations.

- (e) Deposits will be refunded if the river is determined to be at flood stage on the date of the trip. Or, if the customer is agreeable, the Concessioner may offer, but not, require a "rain check."
- (f) The Concessioner will process all refunds within two weeks of cancellation.

(7) Credit Cards. The Concessioner must accept credit and debit cards.

- (a) At a minimum, MasterCard, Visa, and Discover credit cards and debit cards will be accepted. The acceptance of American Express, personal checks, and travelers' checks is at the Concessioner's discretion.
- (b) The Concessioner may offer a discount for using cash, but not an upcharge for using a credit card. The credit card fees are included in the cost of the services and the Concessioner should consider them when proposing rates to the Service.

### C) Purchasing

- (1) Competitive Purchasing. The Concessioner may purchase products from an entity operated or owned by the Concessioner or its affiliates, provided the product is comparable in quality and price to similar products from other sources.
- (2) Environmentally Friendly Products. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.
- (3) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, clients, employees, or others.
- (4) Local Purchasing. The Service encourages sourcing and purchasing of local products, where feasible.
- (5) Discounts. The Concessioner must take advantage of all available trade, cash, quantity discounts and rebates, when feasible, and pass them through to customers.

### D) Evaluations

The Concessioner must manage operations and services to ensure the protection of resources, compliance with environmental and risk management requirements, and provide satisfactory services for the Area visitor within the assigned areas of responsibility. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. The Concessioner's operation of services authorized by the Contract must conform to the evaluation standards set forth in the current Service concession management guidelines, which may be amended from time to time. The Concessioner must meet with the Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations. The Service's evaluation of services is one component of the Concessioner's annual overall 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 Service evaluations will include, at a minimum the following:

- (1) Periodic Operations Evaluations.
  - (a) The Service will conduct both scheduled (announced) and unannounced evaluations of the Concessions services to ensure conformance to applicable standards.
  - (b) The Service may contact location managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.
  - (c) The Concessioner must provide full access to management, documentation, and other resources necessary to conduct the evaluations.
  - (d) The Service may retain the services of personnel (e.g., secret shoppers/guests) to perform unannounced reviews of the operation to ensure conformance to evaluation standards.
- (2) Annual Overall Rating. The Service determines and generally provides the Concessioner with an Annual Overall Rating Report by April 1 based on the Service 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: Operational Performance Rating

Report, Administrative Compliance Report, Environmental Management Program Evaluation Report, Risk Management Program Evaluation Report, and Visitor Satisfaction Review.

- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, and workers compensation insurance.
- (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them if necessary.
- (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
- (d) Environmental Management Program Evaluation. The Concessioner must utilize appropriate best management practices (practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable considering the circumstances of the operations conducted under this Contract) in its provision of Visitor Services and other activities under this Contract. The Service will consider performance in complying with NPS environmental management standards, protecting natural resources, and meeting environmental compliance requirements. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

(3) Other Audits or Inspections

- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
- (b) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

**E) Visitor Satisfaction Monitoring.** The Concessioner must maintain a visitor satisfaction program to measure service and quality standards. The Service reviews visitor comments and complaints on Concessioner services and associated responses. These may be incorporated into the Annual Overall Rating.

- (1) The Concessioner must prominently display Service-approved comment cards in a location that is accessible by the visitor within its business (e.g., display rack, on the canoe rental desk).
- (2) Additionally, the Concessioner will add an electronic version of the comment form to its business website. The location shall be easily accessible and in a prominent location to aid in visitor accessibility.
- (3) An internet web-based electronic system may be developed for visitors to measure service and quality standards. If an internet or electronic comment system is proposed, the Service must be granted direct access to review comments entered into the system.
- (4) The Concessioner must provide the Service with any client and visitor comments that allege misconduct by Concession or Service employees, pertain to the safety of clients, other visitors, Concessioner and Service employees, or concern the safety of Area resources within 48 hours.
- (5) The Service will forward to the Concessioner any comments and complaints received regarding the Concession services. The Service must also provide copies to the

Concessioner of its responses to comments or complaints received by the Service.

- (6) The Concessioner must forward all complaints received to the Service within 48 hours of receipt.
- (7) The Concessioner must investigate and respond to all client and visitor complaints regarding the Concession services within 15 days of receipt. The Concessioner must provide the superintendent with copies of the concessioner's response to complaints within five days from the date of the response.

#### **F) Resource Protection.**

- (1) Restoration. The Concessioner must provide for restoration of any resources damaged or injured by its operation. The Service will determine and direct restoration. The Concessioner must report any environmental damage to the Superintendent.
- (2) Cultural Resource Protection. The Concessioner must not harm or alter any natural, paleontological, historic, or archeological objects or structures. The Concessioner must ensure its employees and clients leave artifacts and objects in place.
- (3) Protection of the River. The Concessioner must follow all federal and state laws, rules, and regulations applicable to aquatic invasive species.
- (4) Protection of Wilderness Character. The Concessioner must protect the wilderness character and values of the Area, enabling clients to enjoy natural soundscape conditions and naturally dark skies to the extent possible.
- (5) Accessibility. The Concessioner must provide employees and clients with the greatest degree of access to services that is reasonable.

#### **G) Lost and Found Policy**

- (1) The Concessioner must operate an effective program for handling lost and found or unattended property.
- (2) All found property must be maintained and disposed of in accordance with the Park's Lost and Found Policy (see attachment A-4).
- (3) The Concessioner will assist any visitor who has lost property by providing assistance in contacting an area Ranger or by providing them with the Midwest Region Ozark Communication Center (MROCC) phone number at 888-692-1162 to file a report.
- (4) Each found item shall be tagged by the Concessioner, listing the item found, location found, date and time found, and who found it.
- (5) If an item is not claimed within seven (7) days, it shall be turned over to the Service, mailed, or transmitted to the park in accordance with the park's Lost and Found Policy. When possible, the Concessioner shall attempt to identify the ownership of the found item and provide this information to the Service.

#### **H) Vehicles Standards**

- (1) Overall Vehicle Standards
  - (a) The Concessioner must register, license, insure, and maintain all vehicles, including trailers used to perform services under the Contract in accordance with all Applicable Laws.
  - (b) All vehicular equipment used by the Concessioner, including tow trailers, must be in sound mechanical condition and have an overall well-maintained, clean, and professional appearance. Interior must be in good and serviceable condition and be free of tears in the seats.
  - (c) Each concession vehicle's exterior must include the Concessioner's identifying information and/or logo and must be clearly and prominently displayed on all vehicles and trailers. Magnetic decals may be used instead of permanent markings.

- (d) In the event a school bus is put into service for the use of transporting (shuttling) visitors, the words "School Bus", the extension arm "Stop" sign, and all flashing lights must be removed, as required by Applicable Laws.
- (2) Vehicle load and size limits:
- (a) No single vehicle operated on any road within Buffalo National River, laden or unladen, shall have an overall length in excess of forty feet (40'). (This does not include buses).
  - (b) No bus operated on any road within Buffalo National River shall have an overall length in excess of forty-five feet (45').
  - (c) No motor vehicle shall be operated on any road within Buffalo National River with more than two (2) trailers or which has an overall length in excess of forty feet (40')
- (3) Vehicle Inspection Requirements:
- (a) The Concessioner must inspect each of its vehicles daily, when in use.
  - (b) The Concessioner must retain records (a maintenance log) of each inspection. Copies of the Concessioner inspection records must be provided to the Service upon request. Inspection logs may be maintained in the vehicle or at the canoe rental office.
  - (c) The Concessioner must correct all safety defects found before the vehicle resumes service.
  - (d) Such inspections will include, but not be limited to, brakes, steering, tires, doors, interiors, lights, safety equipment, and leaks from gasoline/fuel, coolant, or other substances, visual inspections of emissions, dents, scrapes, and other body damage that may be considered a hazard to passengers.
  - (e) All vehicles are subject to inspection by the Service.
- (4) Required Safety Items. The following items must be maintained and carried in concession vehicles at all times:
- (a) Fire extinguisher
  - (b) Flares or triangles
  - (c) First aid kit
  - (d) Current, valid vehicle registration
  - (e) Current, valid vehicle proof of insurance
- (5) Parking. The Concessioner must ensure that NPS-approved designated areas are used to park and store trailers, vehicles (including private vehicles shuttled by the Concessioner), and equipment in a safe, organized manner. Egress into or out of NPS-approved designated parking areas must always be maintained by the Concessioner.

## **I) Human Resources Management**

- (1) Employee Identification, Appearance, and Conduct
- (a) Standardized Clothing/Name Tags. The Concessioner must ensure that all employees wear standardized clothing or a nametag with the Concessioner's logo that clearly and noticeably identifies the wearer as concession staff. e.g., t-shirt with the language ABC Canoe Staff. The use of only a ball cap without standardized clothing or a name tag is not authorized.
  - (b) Employee Appearance. All employees including employees whose job duties do not require them to have direct visitor contact, must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude.
  - (c) Approval. The Service reserves the right to review and approve any standardized clothing or name tags used by the Concessioner.
  - (d) Employee Conduct. In accordance with Section 3 of the Contract, the Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and the enjoyment, protection, and/or assistance of visitors. The Concessioner will take all actions needed to fully correct any such situation which may include removal of the employee.

(2) Employee Hiring Procedures

- (a) Staffing Requirements. To ensure high-quality visitor service throughout the operation, the Concessioner must adequately staff the operation, including reservations, and increase the number of staff, as necessary, to meet the Concessioner’s staffing needs during seasonal peak periods.
- (b) The Concessioner must attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (c) Driver Requirements. Drivers of vehicles must have a valid operator’s license with the proper endorsements for the size and class of vehicle they are operating in accordance with all Applicable Laws up to an including Passenger Carry Vehicle “P” Endorsements, and a Commercial Driver’s License “CDL” as required by Arkansas State Law. Drivers must be covered under the Concessioner’s Automobile Policy as described in Exhibit F: Insurance
- (d) Employment of Service employees or their family members. The Concessioner may not employ in any status a Buffalo National River 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 Service. The Concessioner must retain the approved request as part of the employee’s personnel file.
- (e) Employee List. The Concessioner must provide the Service with a list of all employees, which indicates their positions held. The list will include key concession management and supervisory personnel and their job titles. The annual employee list will be due by the following dates and within five (5) days as changes occur throughout the operating season.

District	Required Employee List Due Dates:
Upper Buffalo District	March 1
Middle Buffalo District	April 1
Lower Buffalo District	April 1

- (3) Employee Training. The Concessioner must conduct an orientation training session for their employees prior to duty assignments and working with the public, and ensure they possess the necessary skills and qualifications to perform the job assignments. Documented proof of training must be provided to the Service as part of the Risk Management plan. Topics must include but are not limited to the following:
  - (a) Employee Handbook. The Concessioner must develop an employee handbook for its employees and submit a copy to the Service within 60 days after Contract award and annually as changes occur.
  - (b) Safety. The Concessioner must train all employees upon initial employment and annually thereafter according to the training requirements in its Risk (Safety) Management Plan as addressed in Section 5 (Risk Management Safety Program) of this Operating Plan.
  - (c) Orientation Training. The Concessioner must develop training materials and provide orientation training for all employees and inform employees of Service regulations, Concession Contract requirements, resources of the Area, including but not limited to resource protection, environment, cultural resources, points of interest, and potential safety hazards that affect their employment and activities while working within the Area.
  - (d) Job Specific Training. The Concessioner must provide appropriate job specific training to each employee prior to making duty assignments and allowing employees to work with the public. Training must include the following in addition to job-specific skills:

- Customer Service Training: The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
- “Visitor Safety and Orientation Briefing” Training: Only those employees who have received documented training from the Concessioner about Federal, State and National Park Service laws and regulations will be qualified to provide the “Safety and Orientation Briefing” to customers as required in Section 5 (Risk Management Safety Program) of this Operating Plan. **The Concessioner will provide additional proof of this specific employee training to the Service as part of their Risk Management plan annually, and as noted above in section (3).**
- Guides: The Concessioner must document all training and qualifications for staff providing guided floats.

(4) Drug-Free Environment

- (a) Drug and Alcohol Abuse Policy. The Concessioner must maintain, to the greatest extent possible, a drug and alcohol-free workplace environment. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and within 60 days of Contract award, and whenever a new employee is hired. If the Concessioner makes changes to the Policy, it must submit a copy of the new policy to the Service for review and approval.
- (b) Concessioner Policy Enforcement.
- If the Concessioner finds evidence of, or becomes aware of, illegal drug or alcohol use/possession/distribution within the Area, the Concessioner must immediately contact NPS Law Enforcement.
  - If the Concessioner finds evidence or suspects alcohol or drug use by an employee while on the job, the Concessioner must take immediate action and remove the employee from its Concession duties until further investigation by the Concessioner and/or Service.
  - The Concessioner shall 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.

(5) Anti-Harassment Environment

- (a) Workplace Harassment Policy. The Concessioner must maintain, to the greatest extent possible, a harassment-free workplace environment. The Concessioner must provide its employees with a statement of its policies regarding anti-harassment. Within 60 days of Contract award, and whenever changes are made thereafter, the Concessioner must submit a copy of the policy to the Service for review and approval. The policy must address the following elements:
- Definition
  - Responsibility
  - Complaint Procedure
  - Confidentiality
  - Retaliation
  - Disciplinary Consequences
- (b) Concessioner Policy Enforcement.
- The Concessioner must maintain documentation of employee receipt of the policy.
  - The Concessioner shall take appropriate personnel action, up to and including, if necessary, termination for any employee that is found to be in violation of the policy.

(6) Organized Labor Activity. The Concessioner is required to comply fully with the National Labor

Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

## J) General Policies

### (1) Acknowledgment of Risk

- (a) Liability Waivers. The Concessioner shall not request or require its customers to release liability or to limit the liability of the Concessioner in any way, including but not limited to a liability waiver form, insurance disclaimer and/or indemnification (hold-harmless) agreement.
- (b) Approved Visitor Acknowledgement of Risk Form. The Concessioner may advise customers of the inherent risks involved and have Visitors sign a Visitor's Acknowledgment of Risk (VAR) form. If the Concessioner requires customers to sign a VAR form, the Concessioner must use the approved VAR (Attachment A-1 to this Operating Plan). Once the form is updated with the Concessioner's specific information and risks involved, the Concessioner must submit the form to the Service for review and approval within 60 days of contract award and whenever there are changes thereafter.
- (c) Approval timeline. VARs must be submitted for review at least 30 days prior to use, including any vehicle transportation (shuttle) forms or canoe rental agreements that contain risk information proposed for use in the operation. Please allow up to 90 days if significant changes were made to the form as it may require Solicitor review and approval.
- (d) Arkansas Paddlesport Activities Act. For any outfitter providing watercraft rentals to be covered under the State of Arkansas Paddlesport Activities Act (AR Code § 27-101-903), the outfitter must post and maintain signage in a clearly visible location at or near areas where the outfitter conducts paddlesport activities. The Arkansas Paddlesport Activities Act (AR Code § 27-101-904) requires specific language, font size and color. Full details concerning the Arkansas Paddlesport Activities Act may be obtained here: [Bill Information - Arkansas State Legislature](#)

### (2) Rental Agreements

- (a) Use of rental agreements which includes the information required for Service statistical records, is mandatory and part of the periodic evaluation.
- (b) Rental agreements must be completed in duplicate for each transaction. The Concessioner will keep one copy and one copy must be provided to the customer.
- (c) Rental Agreements may be in pre-printed hard copy paper form or electronically generated through the Concessioner's computerized system.
- (d) The Concessioner must keep copies of all rental agreements for a minimum of three years and must make them available to the Service upon request.
- (e) Completed rental agreement statistical information must be reported to the Service as required in the Reporting Requirements section of this Operating Plan.
- (f) Approval Process. All Rental Agreements (including any separate agreements for Vehicle Shuttles) must be approved by the Service prior to use. Within 60 days of Contract award, the Concessioner must provide the Service with its proposed Rental Agreement for review and approval. All agreements must contain: The Concessioner's business name, customer's name, number of people in group, type and amount of watercraft rented, put-in and take-out locations, date(s) of float (e.g., one day float on January 1, 2025, or multiday float beginning January 1, 2025, and ending January 3, 2025), transportation (shuttle) information including shuttling private watercraft. Refer to Attachment A-2 for an example of an approved Rental Agreement format.

### (3) Customer Damage Liability

- (a) The Concessioner must make customers aware of their potential liability for damaged

equipment.

- (b) The Concessioner agrees to limit the customer's liability when settling claims for damage or loss to watercraft, paddles, PFDs, and other equipment to the fair market value at the time of loss or a reasonable cost of repair for the damage.
  - (c) A receipt must be given to the renter listing the damage assessment amount, lost equipment costs, or their costs following any settlement. As applicable, the receipt shall include any identification numbers associated with the damaged/lost property.
  - (d) The Concessioner must immediately report to the Service any damage to Concessioner-owned personal property estimated to be over \$500.
- (4) River Use Laws and Regulations. The Concessioner must remain knowledgeable about current laws, regulations, policies, and messages pertaining to the Area and must pass them along to their customers through verbal communication, signage, audiovisual recordings, and/or promotional materials. Current State laws and Area regulations include but are not limited to:
- (a) Glass Containers. The possession or use of glass containers in caves, on trails or waterways or within 100 feet (30.48 meters) of any river or stream in the park is prohibited for public safety, except in designated campgrounds, designated picnic sites, or in vehicles on designated roads and park areas (36 CFR § 1.5, 36 CFR § 3.16). Except for containers for substances prescribed by a licensed physician, no person shall possess or use glass containers within the banks of Arkansas' navigable waterways, within a vessel (Arkansas Act 803).
  - (b) Mesh Litter Bags. All canoes, kayaks, tubes, rafts or other vessels easily susceptible to swamping, tipping or rolling, carrying food or beverages must have an attached closeable mesh trash container. All trash must be safely and lawfully disposed of. A container shall not be required for those person's traveling without foodstuffs or beverages (Arkansas Act 803).
  - (c) Fasten Cooler Lids. All food and beverages in canoes, kayaks, rafts, tubes and other vessels easily susceptible to swamping, tipping, rolling or otherwise discharging its contents into a waterway, must be contained in a sealable or lockable cooler or container that prevents the contents from spilling in the water (Arkansas Act 803).
  - (d) Use a Floating Holder (Koozie) for Beverages. All beverages not securely contained in a cooler or litterbag must be held in a floating holder or other device designed to prevent it from sinking beneath the water's surface (Arkansas Act 803).
  - (e) Foam Coolers. The possession of polystyrene coolers, (commonly known as Styrofoam) is prohibited while floating or camping along the Buffalo River, except in developed campgrounds, picnic areas, landings, roads and parking lots. This prohibition includes coolers, ice chests, and containers. High-density bait containers used solely for the purpose are allowed (36 CFR § 1.5).
  - (f) Life Jackets/Personal Flotation Devices (PFDs). Every vessel must have one type I, II, III, or V personal flotation device for each person on board (33 CFR § 175.15). Children under age 13 must wear a PFD, which must be securely fastened while on board any vessel. All PFDs must be United States Coast Guard approved, in safe and serviceable condition, and of proper size (33 CFR § 175.15, 36 CFR § 3.7).
  - (g) Abandoned Property. The Service may remove any property the Concessioner leaves unattended for 24 hours on Service administered lands and deliver it to the Concessioner at the Concessioner's expense.

**K) Volunteers in Park (VIP) Program**. The Concessioner must permit its employees to participate in the Service's VIP Program. More information on the program may be found online at <https://www.nps.gov/buff/getinvolved/volunteer.htm>.

#### **4. SPECIFIC PARK OPERATING REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner. Standards provided by current Service Concession Management Guidelines are considered service **minimums**. The concessioner must monitor and evaluate its operations to ensure that they

meet quality standards. 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. Service standards are outlined on the NPS Commercial Services website ([https://www.nps.gov/commercialservices/tools\\_others.htm](https://www.nps.gov/commercialservices/tools_others.htm)).

**A) Boat Rental Standards**

- (1) *Classifications and Standards.* The Service has updated its standards for boat rentals as indicated on NPS Boat Rental Standards form 10-BOA which is available online at [https://www.nps.gov/subjects/concessions/upload/Boat\\_Rental\\_Standards.pdf](https://www.nps.gov/subjects/concessions/upload/Boat_Rental_Standards.pdf). Area-specific requirements, additions, and exceptions to these standards are presented in the section below.
- (2) *Exemptions to the Boat Rentals Operating Standards.*

Standard Number	Element	Exemption
1-19	Rental Facility Exterior and Public Interiors	This is a Category III Contract and the concessioner facilities are located outside park boundaries. These elements are not applicable.
20-24	Safety	This is a Category III Contract and the concessioner facilities are located outside park boundaries. These elements are not applicable.
25-33	Dock/Launch Facilities	This is a Category III Contract and the Concessioner is not assigned facility maintenance. These elements are not applicable.
34-45	Maintenance Area/Building	This is a Category III Contract and the facilities are located outside park boundaries. These elements are not applicable.
49-50	Watercraft	These elements are not applicable to this operation, because these are non-motorized vessels.
51-56	Motorized Vessels	Not applicable to this operation, because the Contract does not authorize rental of motorized vessels.
58	Accessibility	This is a Category III Contract and the facilities are located outside park boundaries. These elements are not applicable.
59	Availability	An online-reservation system is not required. All other criteria apply.
62	Payment Methods	American Express credit cards are not required to be accepted. All other criteria apply.
76	Boat Towing	Not applicable to the operation.

**B) Guided Float Service Standards**

- (1) *Classifications and Standards.* The Service has updated its standards for guided float services as indicated on NPS Guided Water Float Standards form 10-GWF which is available online at [https://www.nps.gov/subjects/concessions/upload/Guided\\_Water\\_Float\\_Standards.pdf](https://www.nps.gov/subjects/concessions/upload/Guided_Water_Float_Standards.pdf). Area-specific requirements, additions, and exceptions to these standards are presented in the section below.
- (2) *Exemptions to Guided Float Operating Standards.*

Standard Number	Element	Exemption
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1-17	Rental Facility Exterior and Public Interiors	This is a Category III Contract and the facilities are located outside park boundaries. These elements are not applicable.
18-22	Safety	This is a Category III Contract and the facilities are located outside park boundaries. These elements are not applicable.
23-33	Maintenance Area/Building	This is a Category III Contract and the Concessioner is not assigned facility maintenance. These elements are not applicable.
34-37	Shuttle Vehicles	These standards are evaluated under the Boat Rental standards.
38-42	Launch Facilities	This is a Category III contract and facilities are not assigned to the Concessioner.
43-44	Vessel Equipment: Vessels	These standards are evaluated under the Boat Rental standards.
51-57	Operational Standards: Services	These standards are evaluated under the Boat Rental standards.
76	Interpretation: Interpretive Presentations	The NPS does not require specific interpretive certifications for guides. All other criteria apply.

(3) Guide Services conditions:

- (a) Guide services may be provided to clients who have rented concession-owned vessels (canoes, kayaks, and rafts). Guide services are not authorized for tubes.
- (b) The Concessioner must practice due diligence and only assign guides who possess adequate technical skills, knowledge, and experience to safely guide clients in rented vessels including only assigning guides who are knowledgeable of Buffalo National River and able to provide information to the visitor regarding its environment, culture, and points of interest.

(4) Public Health.

- (a) Food/Water Service: Food service and water provided shall be in accordance with current U.S. Public health Service Food Code and the National Park Service's Reference Manual 83A for Backcountry Operations.
- (b) Potable Water: Filtration and disinfection are both required for the treatment of water unless the water is obtained from an approved public water source or is boiled. It must be emphasized to all backcountry users that non-potable water is not safe to drink following filtration without disinfection. Chapter 5: Backcountry Operations in Reference Manual 83A provides the three pre-approved methods of providing potable water for drinking and culinary uses.
- (c) Concessioners must ensure all guide staff are have familiarity with the NPS Reference Manual 83A, Chapter 5 for Backcountry Operations which may be found online at [Reference Manual - 83A PUBLIC HEALTH: Protection and Prevention \(nps.gov\)](https://www.nps.gov/learn/management/reference-manual-83a-public-health-protection-and-prevention) or by contacting the Park's Commercial Services office.

**C) Vessel Allotments, Identification, and Inventory**

- (1) Definition. The term "vessels" includes any craft used to transport passengers from point A to point B and includes canoes, kayaks, tubes, and rafts approved by the Superintendent. However, tubes are exempted from allotment limits.
- (2) Allotment Adjustments.
  - (a) The Service reserves the right to regulate, limit, apportion, allocate and/or adjust the Concessioner's authorized allotment of vessels and to withdraw such allotment in whole

or in part as may be necessary for resource protection and visitor use and enjoyment. Such apportionment, allocation, 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 determine and adjust the number of vessels allowed at an authorized river access point to ensure visitor safety and to minimize potential impacts that could unduly impact park resources and values.
  - (c) The Service will not adjust upward the total watercraft occupancy rating based on normal occupancy or U.S. Coast Guard standards. The Concessioner must not exceed any carrying capacity per watercraft type.
- (3) Number of Authorized Vessels. The total number of authorized vessels is the allocated number of NPS Decals for canoes and kayaks and the allocated number of NPS Raft Tags for rafts assigned to the Concessioner per **Exhibit C** of this Contract. There is no specific allocation for tubes.
- (a) Distribution Ratio of Canoe and Kayak NPS Decals. Of the NPS Decals assigned in Exhibit C of this Contract, the Concessioner must ensure at least 50 percent (50%) of the total NPS Decals authorized for canoes and kayaks are distributed and affixed to canoes. The Concessioner, at its discretion, may allocate more than 50 percent (50%) of the allocation to canoes.
  - (b) Raft Tags. The Concessioner must only use the NPS Raft Tags assigned in Exhibit C of the Contract on authorized rafts. The NPS Raft Tags must not be affixed to canoes or kayaks and may not be exchanged for NPS Decals to be affixed to canoes and kayaks. The Concessioner is responsible for procuring attachment devices such as heavy-duty zip ties to attach the NPS Raft Tags securely to each raft.
- (4) Transferrable Vessel Tag Program
- (a) To allow the Concessioner flexibility in meeting visitor demand throughout the season for specific vessel types, the Concessioner may exchange a maximum of twenty (20) NPS Decals (authorized for canoes and kayaks) for a maximum of twenty (20) NPS Transferrable Tags.
  - (b) The Superintendent retains the authority to deny exchange requests or to cancel the program in its entirety if it is deemed to have a negative impact on visitor safety, use and enjoyment, or park resources.
  - (c) A maximum of twenty (20) NPS Transferrable Vessel Tags may be issued to the Concessioner upon the return of twenty (20) sets of NPS Decals issued for canoes and kayaks.
  - (d) The Concessioner must update their vessel inventory and remove the returned NPS Decals from their inventory.
  - (e) The Concessioner is responsible for procuring attachment devices such as heavy-duty zip ties to attach the NPS Transferrable Vessel Tags securely to the vessel.
  - (f) NPS Transferrable Vessel Tags may be placed on either a canoe, kayak, or raft as described below:
    - One (1) NPS Transferrable Tag per canoe or kayak
    - Two (2) NPS Transferrable Tags per raft
    - Note: The two NPS Transferrable Tags per raft are for rafts in excess of the ten (10) rafts (NPS Raft Tags) authorized in Exhibit C of the Contract.
  - (g) The Concessioner is responsible for tracking NPS Transferrable Tag numbers on the inventory; however, inventories are not required to list which vessel type the tag is affixed to. The purpose of the tag is to allow the Concessioner to move the tag from one vessel type to another to meet visitor demand; therefore, tracking the serial number of the vessel and type for those 20 tags is not required by the Service.
  - (h) Any vessels having an NPS Transferrable Tag(s) affixed must have the Concessioner's identifying logo on the front and back of the vessel for easy identification.

- (i) At the expiration or termination of this Contract, the vessel decal assignment will revert to the original assigned NPS Decals and NPS Raft Tags as described in Exhibit C of the initial Contract execution.
- (5) Trading, Borrowing, or Sub-renting.
- (a) Trading or Borrowing. The Concessioner must **not** trade or borrow vessels to other Concessioners.
- (b) Sub-renting. Renting of watercraft from one Concessioner to another Concessioner within their own district must be supported by rental receipts, applied to the gross receipts reported to the Service, and are subject to franchise fees as follows:
- If *Concessioner A* has a large group of people that cannot be accommodated, *Concessioner A* can rent watercraft from *Concessioner B*, as long as *Concessioner B* is within the same District.
  - The watercraft rented between the Concessioners must be put-in and taken-out within the assigned District.
  - *Concessioner B* must write a rental receipt to *Concessioner A* showing the number of rented vessels and the price charged. *Concessioner B* will pay franchise fees on the income from the transaction.
  - *Concessioner A* must write a rental receipt to their clients and note on the rental receipt the vessels are owned by *Concessioner B*. *Concessioner A* will pay franchise fees on the watercraft rented to the visitors.
  - As this practice is not very common, *Concessioner A* must contact the Service to notify that *Concessioner A* will have x number of *Concessioner B*'s watercraft on a specific date, and that there is a supporting rental receipt.
- (6) Vessel Identification and Inventory
- (a) Overall Identification. Concessioners must identify their vessels with the assigned Government personal property as described in Exhibit C of this Contract and detailed in this Operating Plan.
- (b) Tubes. All tubes must be clearly marked with the Concessioner's business name or logo which is easily readable from shore. Identification with NPS Decals or Tags are not required.
- (c) Canoes. Will be identified with NPS Decals or upon approval, NPS Transferrable Tags, furnished by the Service.
- NPS Decals will be placed on either the bow (front) or stern (back) of the canoe with one NPS decal on the left side and one affixed on the right side of the canoe.
  - NPS Transferrable Tags must be attached in a reasonably prominent location and not deliberately tucked under the deck of the bow (front) or stern (back) of the canoe making it difficult to determine if the canoe is properly identified.
  - Canoes will be further identified with the Concession business name or logo in decal or marked format large enough to be easily readable from shore.
- (d) Kayaks. Will be identified with NPS Decals or upon approval, NPS Transferrable Tags, furnished by the Service.
- The NPS Decals/Transferrable Tags will be placed in a reasonably, prominent, and visible location. Due to the plastics used and texture, often there are limited locations to affix the NPS Decal.
  - In the case where NPS Decals will not stick properly, or where only one NPS Decal of the set may be properly affixed to the kayak, the Concessioner must mark the kayak with the assigned NPS Decal number. The NPS Decals that were issued by the Service for those vessels will be peeled and stuck to an 8 ½" x 11" business letterhead document that includes the corresponding serial number and color of the kayak. The document must be kept in a file at the Concession business office. These files will be part of periodic evaluations and must be made available to the

Service upon request.

- Kayaks will be further identified with the Concession business name or logo in decal or marked format large enough to be easily readable from shore.
- (e) Rafts. Will be identified with NPS Raft Tags or upon approval, NPS Transferrable Tags, furnished by the Service.
  - The NPS Raft Tags/Transferrable Tags will be placed in a prominent and visible location.
  - Rafts will be further identified with the Concession business name or logo in decal or marked format.
  - Concessioner business name or logo must be large enough to be easily readable from shore.

(7) Disposition of Unserviceable or Lost NPS Decals and Tags.

- (a) If the NPS Decals or Tags (including transferable tags) become broken, faded or otherwise unserviceable and unusable, the NPS Decals and/or Tags must be returned to the Service for replacement. Old NPS Decals or Tags will be removed from the vessel and returned to the Service. The Service will issue replacement NPS Decals and/or Tags upon receipt of the unserviceable ones.
- (b) In the event the NPS Decal or Tag was lost or stolen, and the Concessioner is unable to return it to the Service for proper disposition, the Concessioner must submit a NPS Decal/Tag Replacement Form provided to the Concessioner by the Service.

(8) Vessel Inventory. The Concessioner is required to maintain a current vessel list of canoes, kayaks, rafts, and, as approved, NPS Transferrable Tags. The list will follow the format in spreadsheet form provided to the Concessioner by the Service (see attachment A-4). The Concessioner will update the spreadsheet to include the corresponding vessel information (vessel type, vessel serial number, vessel description, etc.) the NPS Decal or NPS Raft Tag is affixed to.

- (a) The Concessioner must electronically submit the vessel list to the Service annually by February 1 and as changes occur throughout the season (i.e., replacement NPS Decals/Tags, etc.).

**D) Personal Flotation Devices (PFD), aka Life Jacket, Specific Requirements**

- (1) Each occupant of a vessel will be provided either a U.S. Coast Guard-approved type I, II, III, or V (PFD) of the type required for that craft by U.S. Coast Guard regulations.

(2) Specifications.

- (a) PFD's must be sized to the individual and be in safe and serviceable conditions including being free of mold and mildew. PFDs may not present with high UV exposure/fading as this is a safety hazard. The only exception is where the individual supplies their own Coast Guard approved PFD of the proper type in safe and serviceable condition.
- (b) The Concessioner is required to comply with all state and federal regulations for PFD's.
- (c) Boat Cushions (Type IV throwable devices) cannot be used as personal flotation devices.

(3) Requirements for Children Under Age 13.

- (a) The Concessioner will not launch a vessel or a tube with a child under age 13 unless the child is wearing an approved PFD of the proper size and is accompanied by a parent or responsible adult.
- (b) The Concessioner will inform clients that children under age 13 must wear a PFD, which must be properly & securely fastened while on board any vessel or tube.

**E) Vessel Condition and Specific Rental Requirements**

(1) All Rental Equipment.

- (a) Concessioners must inspect their own equipment to assure that all equipment used in conjunction with concession operations is in safe and serviceable condition.

- (b) Damaged equipment must not be made available to the public until the equipment is replaced or properly repaired.
  - (c) The Concessioner must remove any of its damaged, submerged, or lost equipment from the Area within 24 hours of notification or discovery of its location, river conditions permitting. Equipment left beyond 24 hours may be removed by the Service and the Concessioner will be billed for the removal.
  - (d) Damaged equipment due to vandalism or misuse by the client is the responsibility of the concessioner to repair or replace.
- (2) Rafts.
- (a) Rafts must be no wider than 6 feet and no longer than 13 feet, 6 inches.
  - (b) No rafts with less than three flotation chambers will be permitted.
  - (c) Rafts will be constructed of Chlorosulfonated Polyethylene Rubber (CSM) aka Hypalon, Neoprene or equivalent material.
  - (d) An extra paddle will be provided in each raft, in addition to one provided for each paddler.
  - (e) Rafts will be loaded to assure that the mid-line of floatation tubes are above water.
  - (f) If rafts are used for an overnight trip, then each raft must have a patch kit and a pump.
  - (g) Motors are not authorized for raft use.
- (3) Tubes. Concessioners are authorized to rent tubes and under the following specific operating conditions:
- (a) All tubes will be commercial grade, heavy duty, and at least 30 gauge and must not exceed 48" in diameter.
  - (b) Any tube rental for a float trip of 2.5 miles or longer must be rented in conjunction with a vessel with a maximum of one tube per vessel rented.
  - (c) The rental and transportation (shuttle) of tubes as a sole source of water recreation is not authorized unless the float trip is less than 2.5 miles. Authorized locations include Ozark to Pruitt, Tyler Bend to Grinders Ferry, and Dillard's Ferry to Buffalo Point.
  - (d) Tubes for individual floating may not be rented when the river levels are above "moderate" floating conditions (see: [Buffalo River Floating Conditions \(usgs.gov\)](https://www.usgs.gov)). Tubes for individual floating may only be rented when the river level is at "moderate" or below.
  - (e) Tube put-in activity is prohibited when the river is still rising and is approaching or likely to reach "High Stage".
  - (f) All clients must be informed that a tube is not a lifesaving device and must be offered a personal flotation device (PFD). The Concessioner **must** strongly recommend their use, and use is required for children under 13.
  - (g) If the visitor is bringing drinks or items to eat for the float trip, then a mesh litterbag must be provided.

## F) Assigned/Authorized Accesses

- (1) Area of Operation: River sections for commercial use will be designated by the Service. Canoe, kayak, raft, and tube rentals will be restricted to the district in which allotted. District limits may be set, raised, lowered, or eliminated by the Service at any time based on needs for resource protection and visitor safety, use and enjoyment.

(2) Authorized Access Points:

- (a) Concessioners permitted to operate in the **Upper Buffalo District** will use the following river access points:

Boxley	Ponca	Steel Creek
Kyles Landing	Erbie	Ozark
Pruitt Landing	Hasty	Carver

- (b) Concessioners permitted to operate in the **Middle Buffalo District** will use the following river access points:
- |              |                |            |
|--------------|----------------|------------|
| Mt. Hersey   | Woolum         | Baker Ford |
| Tyler Bend*  | Grinders Ferry | Gilbert    |
| South Maumee |                |            |
- \*Due to flooding in 2011, only the Upper Tyler Bend access is available until further notice.
- (c) Concessioners permitted to operate in the **Lower Buffalo District** will use the following river access points:
- |                |              |                 |
|----------------|--------------|-----------------|
| North Maumee   | Spring Creek | Dillard's Ferry |
| Buffalo Point* | Rush         |                 |
- \*Buffalo Point access is limited until further notice. Concessioners may not drive vehicles down to the Buffalo Point gravel bar. All vessels must be hand carried between the river and the Buffalo Point river access parking lot.
- (d) Camp Orr: No public access is available at Camp Orr. Camp Orr may be used when the Concessioner's clients have rented Camp Orr for their group or on an emergency basis for pickup of visitors who have overshot the Kyles Landing take-out. Concessioner must contact staff at Camp Orr prior to picking up visitors.

(3) Put-ins and Take-outs.

- (a) Only the approved put-in and take-out locations listed above in Section 4.F.2. of this Operating Plan will be used for Concessioner access.
- (b) All Concessioners must put-in or take-out in their respective district.
- (c) All Concessioners may provide services to all sections of the river for trips of four days or longer.
- (d) The Service may regulate put-in or take-out times and the number of watercraft launched at any authorized river access point to minimize potential impacts that could unduly impair park resources and values or impair visitor safety, use and enjoyment.

(4) Deviations and Specific Rules for Accesses.

- (a) Ponca Low Water Crossing:
- During the month of May, Concessioners shall not use the Ponca Low Water Crossing between the hours of 9:00 a.m. and 12 noon on Saturdays.
  - Concessioner's vehicles and trailers shall not be left unattended at the Ponca Low Water Crossing (East or West sides).
  - Authorized vessels must only be launched from the west or east ends of the bridge.
- (b) Pruitt Landing:
- Concessioner must follow NPS-signage at the access for put-in and take-out activity.
  - Concessioners should launch and/or retrieve their clients from the launch area within 30 minutes after arriving at the Pruitt access.
  - When river levels are determined to be "Very Low" at the Pruitt gauge (#07055680) as defined in the Buffalo National River Level Floating Guide webpage at <http://ar.water.usgs.gov/buffaloriver>, or as directed by the Service, the following stipulations apply to all Concessioner activity regarding the Pruitt access:
    - It is prohibited to float through the Pruitt access.
    - It is prohibited for Concessioners to take-out at the Pruitt access.
    - Concessioners are authorized to put-in at the Pruitt access.

**G) Equipment Stockpiling and Staging**

- (1) Stockpiling Definition. Stockpiling consists of staging vessels at authorized river accesses.
- (2) General Stockpiling Guidelines.
- (a) The Superintendent may adjust or rescind the stockpiling of vessels and/or staging of authorized equipment as a result of ever-changing gravel bar river accesses and the reduction of operational space, including safety and visitor use and enjoyment.
  - (b) Stockpile quantities may not exceed the number of vessels rented for the day's business.
  - (c) All vessels must be kept in an orderly fashion in the area designated by the District Ranger and approved by the Superintendent.
  - (d) Setting up tables, stands, or similar equipment for customer "check-in" at stockpiling locations is not permitted within park boundaries as this creates undue congestion in areas that already have limited space. The Concessioner must ensure adequate staff are onsite to provide customer service.
  - (e) All vessels must be removed from the Park daily.
  - (f) Stockpiling may only take place between sunrise and sunset.
  - (g) All vessels and other equipment (paddles, PFD's, mesh bags, trailers, etc.) must be removed from the Area by sunset each day.
  - (h) Designated stockpiling locations are as follows:
 

Ponca	Ozark	Carver	Tyler Bend	South Maumee
Kyles Landing	Pruitt Landing	Woolum	Grinders Ferry	North Maumee
Erbie	Hasty	Baker Ford	Gilbert	Rush
- (3) Designated stockpiling locations with specific rules are as follows:
- (a) Buffalo Point. Due to significant damage from the 2011 flooding, no stockpiling of vessels will be allowed at Buffalo Point until further notice. However, a limited number of tubes may be left by customers (at the end of their rental) in a location designated by the District Ranger and approved by the Superintendent to ensure visitor use and enjoyment and resource protection.
  - (b) Dillard's Ferry (Highway 14 Bridge) and South Maumee. An appropriate number of canoes and kayaks with NPS Decals may be overnight stockpiled at these put-ins for the next day's business. The stockpiling area will be designated by the District Ranger and approved by the Superintendent. All canoes and kayaks must be kept in an orderly fashion and all paddles and PFD's must be removed by dark each day.
  - (c) Steel Creek. A maximum of one-third (1/3) of the total inventory of vessels per concession operation may be stockpiled at Steel Creek during the hours of 5:00 a.m. until 2:00 p.m. in the area designated by the District Ranger and approved by the Superintendent.
- (4) Signage for Vessel Stockpiles. Due to the long, linear, nature of Dillard's Ferry and Gilbert gravel bars, and to help direct customers to the correct boat pile location which helps facilitate overall orderly operations, signage may be placed directly near boat stockpiles at **Dillard's Ferry** and **Gilbert** under the following conditions:
- (a) Wording on the signs may state only the Concessioner's name, e.g., ABC Canoes or simply ABC, and may include the Concessioner's logo sticker so long as the logo sticker does not contain other advertising language such as phone numbers, websites, or other services. Adding additional language that includes other services provided outside the park, such as ABC Canoes and Log Cabin Rentals, or similar language is specifically prohibited.
  - (b) The sign must be free standing, such as a sandwich board. Signs may not be placed using t-posts or other methods to attach it to the gravel bar.
  - (c) The sign must be no larger than 3' x 3', including stand materials.
  - (d) All signs must be removed at the end of each day and are prohibited from being left in the Area overnight.
  - (e) If the Concessioner has a shuttle vehicle staged on the gravel bar, signage is not authorized as the vehicle serves in place of the signage to direct customers to the correct

boat return location.

- (f) The Superintendent may adjust or rescind the designated signage locations as a result of ever-changing gravel bar river accesses and the reduction of operational space, including safety and visitor use and enjoyment.
- (5) Staging of Trailers. The Concessioner may not stage more than two (2) trailers at designated stockpiling locations. The Superintendent may adjust or rescind staging of trailers as a result of ever-changing gravel bar river accesses and the reduction of operational space, including safety and visitor use and enjoyment. See specific requirements for Hasty and Kyles Landing below in Section H.2.c. (Designated Official Parking).

#### **H) Transportation (Shuttle) Service and Parking**

(1) Designated Official Parking.

- (a) The Concessioner must ensure that NPS-approved designated areas are used to park trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain egress in or out of the NPS-approved designated areas.
- (b) Buffalo Point. Concessioners may not use the parking area at Buffalo Point on Saturdays, and holidays from the period of Memorial Day weekend through Labor Day weekend. However, use of the parking area is permissible during weekdays.
- (c) Hasty and Kyles Landing. The Service will issue two (2) parking permits to each Upper District Concessioner. The Concessioner must place the permit on the dashboard of their concession-owned or leased/rented vehicle or secured to the equipment trailer so that it is visible and easy to read. Upper District Concessioners must park within NPS-signed "Permit Parking" area at both Hasty and Kyles Landing and not in a general public parking area. Each signed "Permit Parking" area is limited to two (2) vehicles **or** two (2) trailers **or** one (1) vehicle and one (1) trailer at any one time. All vehicles and canoe trailers must be clearly marked with the Concessioner's business name or logo.

#### **I) Powered Boats (Chase Boats) and Overdue Floaters**

(1) Powered Boats (Chase Boats).

- (a) Concession-owned powered boats and operators must meet all Applicable Laws including U.S. Coast Guard and State of Arkansas requirements. The Service reserves the right to conduct a full safety inspection of all powered boats (chase boats) for safety and compliance with all Applicable Laws.
- (b) All concession-operated motorboats must comply with the horsepower limitation in effect for the section of the river on which they are operating, or as approved by the Service under emergency situations.

(2) Overdue Floaters.

- (a) Concessioners are required and responsible for responding to overdue floaters either through their own chase boats (motorized boats) or canoes, kayaks, or rafts.
- (b) The Concessioner may charge an additional fee for retrieving overdue floaters and equipment.
- (c) The Concessioner **must** make every reasonable effort to retrieve their overdue floaters including providing sweeps of the river section prior to contacting the Service for assistance. The Concessioner may request the assistance of the Service to determine the whereabouts of the overdue floater(s) in the event their efforts are exhausted.
- (d) If the situation appears to require a Search and Rescue (SAR) operation, the Concessioner will notify the Midwest Region Ozark Communication Center (MROCC-Dispatch) at 888-692-1162 for assistance.

#### **J) River Hazards, Closures and Prohibitions**

- (1) Emergency River Closure. In emergency circumstances, the Service reserves the right to close the river to all private and commercial use. Concessioners will be notified of any such emergency closures as soon as possible.

- (2) River Level Floating Guide. Concessioners must be knowledgeable about river levels and conditions as defined in the Buffalo National River Level Floating Guide webpage at <http://ar.water.usgs.gov/buffaloriver>.
- (3) "Flood Stage" River Levels.
  - (a) All Concessioner put-in activity is prohibited when river levels are determined to be at "Flood Stage" as defined in the Buffalo National River Level Floating Guide webpage at <http://ar.water.usgs.gov/buffaloriver>, or as directed by the Service.
  - (b) If the put-in access is below flood stage but the take-out access is at flood stage, then the Concessioner is prohibited from the put-in activity.
  - (c) Concessioner put-in activity is prohibited when the river is still rising and is approaching "Flood Stage."
- (4) "High" River Levels.
  - (a) When river levels are determined to be at "High" stage as defined in the Buffalo National River Level Floating Guide webpage at <http://ar.water.usgs.gov/buffaloriver>, the Concessioner will practice due diligence in providing information to clients regarding the inherent dangers of floating at high river levels.
  - (b) This information must be provided to clients through verbal communication. This communication may be supplemented using signage, audiovisual recordings, and/or promotional materials. The Concessioner, as part of the Visitor's Acknowledgement of Risk" may require the customer to sign a statement that provides the current river levels and includes the definitions of the corresponding river level.
- (5) Discretion in Providing Services. The Concessioner will use discretion in providing service to people who appear to be incapacitated to the point of being harmful to themselves or other people and will report any serious incidents as outlined in the incident reporting section 9.a.1. to the Service promptly.

## **5. RISK MANAGEMENT SAFETY PROGRAM:**

The Concessioner must develop, maintain, and implement its own documented Risk Management Plan (RMP). The Concessioner must submit the initial plan to the Service within 60 days after the Contract effective date and must provide the Service with a documented review and any updates to the plan annually by February 1 for each year thereafter. The RMP can, and should, be simple and flexible to ensure it is fully embraced and implemented by the concessioner's management and staff. Service RMP standards and a sample plan are available at <https://www.nps.gov/subjects/concessions/risk-management.htm>.

- (1) The Program must include the following components:
  - (a) Policy
  - (b) Program Scope
  - (c) Program Goals and Targets
  - (d) Accountability and Responsibility
  - (e) Resources
  - (f) Operational Procedures
  - (g) Emergency Procedures
  - (h) Communications
  - (i) Program Reporting
  - (j) Accident Reporting and Investigation
  - (k) Inspections and Corrective Actions
  - (l) Monitoring, Measurement, and Improvement
  - (m) Any Contract specific risk management requirements
- (2) Safety Inspections. The Concessioner must perform periodic safety inspections of all concession

equipment used to provide the visitor services in accordance with this Operating Plan and its documented Risk Management Program.

- (a) The Service may periodically conduct a comprehensive safety evaluation of all operations and equipment. Safety is also a component of periodic Service evaluations.
- (3) Visitor Orientation and Safety Briefing. The Concessioner will practice due diligence in providing an orientation and safety briefing to clients prior to the beginning of the trip. The orientation and safety briefing may be provided through verbal communication, signage, audiovisual recordings, and/or promotional materials. The Concessioner may use discretion in modifying the orientation and safety briefing to account for client experience level and current weather and floating conditions but the briefing will include, but is not limited to:
- (n) Basic orientation on the use of the vessel rented.
  - (o) Instruction to the client on the wearing and proper fit of the Personal Flotation Device (PFD) including the required use of PFDs by children under age 13.
  - (p) Information about potential river conditions including hazards and safety precautions to be taken.
  - (q) Approximate floating distance from put-in and take-out locations.
  - (r) River rules including, no glass containers, use of mesh litter bags, no Styrofoam coolers, fastened cooler lids, use of floating holder for beverages.
  - (s) Inform clients of human waste and refuse management requirements while on the river/in the park.

## 6. **PROTECTION AND SECURITY:**

### **A) Law Enforcement and Security**

- (1) The Service has concurrent jurisdiction within the Area, including law enforcement, search and rescue, emergency medical services, public health and wildland and structural fire. The Service provides resource, employee, and visitor protection.
- (2) The Service will not be responsible for the Concessioner's unattended property and will not provide security for equipment.

### **B) Concessioner**

- (1) The Concessioner must immediately report to the Service any observed violations of the law.
- (2) The Concessioner must immediately report any fatalities, injuries and illnesses requiring more than ordinary first aid, fires, boat accidents, any vehicle accidents, property damage, illegal drug and controlled substance abuse, and any other known or alleged criminal activity to the Service, as required by Applicable Laws.
- (3) All emergencies within the Area must be reported to the Midwest Region Ozark Communication Center (MROCC) at 888-692-1162.
- (4) Authority: Concession-employed personnel have only the authority of private citizens in their interaction with Area Visitors and employees. They have no authority to take law enforcement action.

## 7. **PUBLIC RELATIONS**

### **A) Public Statements**

The Concessioner must forward all media inquiries concerning Service operations, questions about the Area, or any incidents within the Area to the Superintendent. This includes all media interviews. However, media interviews to report on Concessioner operations may be done with a courtesy notification to the Service.

### **B) Advertisements and Promotional Material**

- (1) Required Notices: The Concessioner must prominently post the following at all Concessioner points-of-sale:
  - (a) This Service is operated by [Concessioner Name], an authorized 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.

- (b) Please address comments to: [BUFF\\_superintendent@nps.gov](mailto:BUFF_superintendent@nps.gov),  
Buffalo National River  
402 N Walnut St. #136,  
Harrison, AR 72601
  - (c) 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 based on race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the used of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.
- (2) The following language must be in all promotional materials, websites, and social media profile pages the Concessioner manages:
- (a) [Concessioner Name] is an authorized Concessioner of the National Park Service. [Concessioner Name] is authorized to provide canoe and kayak rentals and transportation (shuttle) services within Buffalo National River.
- (3) *Promotional Material.*
- (a) The Concessioner must obtain approval for all promotional material, including websites, social media, radio, television, or other media, prior to publication, distribution, broadcast, etc. within 90 days of Contract award, and 30 days prior to any projected need or printing date. The NPS will make every effort to respond to minor changes within 15 days. Longer periods may be required for major projects or where NPS staff assistance is required to help develop the product.
  - (b) All media must be accurate.
  - (c) The Superintendent will require the Concessioner to remove any unapproved advertisements and/or promotional material from circulation.
- (4) *Website.* The Concessioner's websites must link to the Buffalo National River website at [www.nps.gov/buff](http://www.nps.gov/buff). The Concessioner's website will be maintained with current business information and rates. The Service's website will provide a list of all authorized Concessioner's including the Concessioner's current business information (e.g., name, website address, phone number)
- (5) *Social Media.*
- (a) All social media used by the Concessioner is subject to NPS approval and must be actively maintained with responses to the public made within a timely manner. The Concessioner must monitor its social media pages and remove inappropriate or inaccurate postings upon discovery.
  - (b) Concessioner social media strategies must align with park management objectives, and not include posts depicting illegal, inappropriate, or unauthorized activities within parks. Social media strategies must be available for park review and approval upon request; individual social media posts do not need prior approval of the NPS.
  - (c) The Concessioner must provide the NPS with a list of all social media platforms and social media accounts, or 'handles,' associated with its operation and specify if those sites are managed directly by the Concessioner.
- (6) *Use of the National Park Service Authorized Concessioner Mark (Mark)*
- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the Commercial Services website at <https://www.nps.gov/subjects/concessions/acm.htm>.
  - (b) *Authorized Users.* The Concessioner is authorized to use the Mark at the start of the

Contract in accordance with the approval procedures below. The Concessioner must have received a superior, satisfactory, or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.

- (c) Authorized Uses of the Mark. The Concessioner may use the Mark upon approval in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on vessels.
  - (d) Approval Procedures. The Concessioner must submit a written request at least 30 days in advance to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.
  - (e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website under the Concessioner Tools tab.
  - (f) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs, and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.
- (7) Solicitation and Advertising within Park Boundaries
- (a) Solicitation of business **and** advertising within the boundaries of Buffalo National River is prohibited except that brochures may be available in Concessioner vehicles inside park boundaries as long as they are not intentionally handed to, or made reference to, by the Concessioner.
  - (b) Solicitation is defined as any overt act indicating the desire to provide commercial services. The following are examples of overt acts referred to, but not all-inclusive of such:
    - Approaching visitors, parking, or driving through campgrounds or launch areas with the intention of offering commercial services.
    - Distributing/delivering business cards, brochures, or Concessioner merchandise (e.g., souvenirs, apparel, etc.) within park boundaries.
    - Entering a new business agreement including, but not limited to, accepting payment (i.e., cash, mobile payment systems, credit cards, etc.) and completing canoe rental agreements to provide rental or transportation (shuttle) services to a visitor while inside park boundaries.

## **8. SERVICE AND CONCESSIONER MEETINGS**

Attendance is required by the Concessioner or its representative, at the Annual Concessioner's Meeting held by the Service. Other general meetings may be required throughout the year.

## **9. REPORTING REQUIREMENTS**

The Concessioner must submit the following reports and, upon request by the Service, must provide supporting documentation. The Concessioner must provide data in electronic format as requested by the Service (e.g., Microsoft® Word or Excel).

### **A) Concessioner Required Reports**

- (1) Incident Reports. The Concessioner must immediately report to the Midwest Region Ozark Communication Center (MROCC) at 888-692-1162, and as soon as reasonably possible to the Commercial Services Office, the following:
  - (a) Employee or visitor fatality.
  - (b) Employee or visitor injuries requiring more than minor first aid treatment.
  - (c) Any visitor-related incidents that could result in a tort claim to the United States or the

Concessioner.

- (d) Personal and real proper damage estimated to be over \$500.
  - (e) Any fires.
  - (f) Incidents that adversely affect Area resources.
  - (g) Known or suspected violations of a law or regulation.
  - (h) Any motor vehicle accident, inside or outside the Park, resulting in any property damage, personal injury, or death.
- (2) Human Illness Reporting. The Concessioner must promptly report any suspected outbreak of human illness, whether employees or clients, to the Midwest Region Ozark Communication Center (MROCC) at 888-692-1162. 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) A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions, or an unexpected increase in communicable human illnesses.
  - (b) When in doubt, the Concessioner must report the illness.
- (3) Hazardous or Non-hazardous Substance Spills. The Concessioner must immediately report spills within park boundaries including but not limited to, leaks from gasoline, coolant, or other substances to the Midwest Region Ozark Communication Center (MROCC) at 888-692-1162.
- (4) Certificates of Insurance. The Concessioner must provide annual updated certificates of insurance (COI) prior to the startup of operations each year, or as the policy renews. Failure to provide proof of insurance may result in the Concession operation being suspended until proof of insurance is provided.
- (5) Visitor Use Statistics.
- (a) The Concessioner will cooperate with the Service in establishing visitor use patterns, numbers, and trends by compiling, maintaining and submitting accurate visitor use data as requested by the Service and by participating in any special surveys that may be directed by the Superintendent to establish this information.
  - (b) Monthly Statistical Report. Monthly visitation statistics from rental receipts shall be electronically submitted by the 5<sup>th</sup> day of each month for the prior month. The report will follow the format in spreadsheet form provided to the Concessioner by the Service.
- (6) Franchise Fee Reports. In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports:
- (a) The Concessioner must submit the Franchise Fee Report in the format provided by the Service with the Franchise Fee Payment. The report includes financial information by department as indicated on Attachment A-3: Franchise Fee Report form sample. The report may be transmitted electronically via email, fax, or sent via U.S. mail so long as the report is provided to the Service by the prescribed due dates.
  - (b) As required in Section 5 of the Contract, franchise fees are due on a **quarterly** basis by the 15<sup>th</sup> after the last day of each quarter. The Franchise Fee payment schedule and corresponding Franchise Fee Report due dates are as follows:
    - January, February, and March operational period: Due by April 15<sup>th</sup>
    - April, May, and June operational period: Due by July 15<sup>th</sup>
    - July, August, and September operational period: Due by October 15<sup>th</sup>
    - October, November, and December operational period: Due by January 15<sup>th</sup>

## B) Summary of Initial and Recurring Due Dates

The following table summarizes the reporting responsibilities of the Concessioner:

<b>Title</b>	<b>Due Date</b>	<b>Reference</b>
<b><u>Initial Requirements</u></b>		
Management Listing and Business Contact Information	30 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-2
Balance Sheet	Within 90 days of Contract effective date	Contract, Section 7.c., Page 5
Certificate of Insurance	At the time the insurance is first purchased <b>and</b> annually thereafter.	Exhibit B, Operating Plan, Page B-27 and Exhibit D, Insurance
Reservation, Cancellation, Deposit and Refund Policies	60 days after Contract award <b>and</b> as changes occur.	Exhibit B, Operating Plan, Page B-4
Employee Handbook including Training Requirements	60 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-9
Risk Management Plan, Initial	60 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-22
Rental Agreement including any Vehicle Shuttle Agreements	60 days after Contract award <b>and as</b> changes occur	Exhibit B, Operating Plan, Page B-11
Drug and Alcohol Abuse Policy	60 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-10
Workplace Harassment Policy	60 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-10
Promotional Material including Websites	90 days after Contract award <b>and</b> 30 days in advance of proposed changes	Exhibit B, Operating Plan, Page B-24
Visitor Acknowledgement of Risk form	60 days after Contract award <b>and</b> as changes occur	Exhibit B, Operating Plan, Page B-11
<b><u>Annually</u></b>		
Certificate of Insurance	Annually as the certificate renews.	Exhibit B, Operating Plan, Page B-27 and Exhibit D, Insurance
Promotional Material Approval includes website updates	At least 30 days prior to anticipated implementation date.	Exhibit B, Operating Plan, Page B-24
Rates	Annually by November 1	Exhibit B, Operating Plan, Page B-4
Risk Management Plan Review and/or Update including training attendance records	Annually by February 1	Exhibit B, Operating Plan, Page B-22 & Exhibit B, Operating Plan, Pages B-9 and 10
Vessel Inventory	Annually by February 1 <b>and</b> as changes occur throughout the season	Exhibit B, Operating Plan, Page B-17
Employee List, indicating position held including management positions	Annually according to District Assignment <b>and</b> within 5 days as <u>changes occur throughout the season.</u> Upper Buffalo District: <b>March 1</b> Middle and Lower Buffalo District: <b>April 1</b>	Exhibit B, Operating Plan, Page B-9
Annual Financial Report	April 30 <sup>th</sup> for the preceding year	Contract, Section 7.b., Page 5
<b><u>Quarterly</u></b>		
Franchise Fees and Franchise Fee Report	Quarterly according to the following schedule: Jan.--Mar period: Due April 15 <sup>th</sup> Apr--June period: Due July 15 <sup>th</sup> July--Sept period: Due Oct. 15 <sup>th</sup> Oct--Dec period: Due Jan. 15 <sup>th</sup>	Contract, Section 5, Page 3 and Exhibit B, Operating Plan, Page B-26
<b><u>Monthly</u></b>		
Monthly Statistical Report	5 <sup>th</sup> day of each month for the prior month.	Exhibit B, Operating Plan, Page B-26
<b><u>As Needed</u></b>		

Human Illness	Immediately as needed	Exhibit B, Operating Plan, Page B-26
Incident Reports	Immediately as needed	Exhibit B, Operating Plan, Page B-26
Hazardous or Non-hazardous Substance Spills	Immediately as needed	Exhibit B, Operating Plan, Page B-26
NPS Notification of Visitor Complaint	Within 48 hours of receipt of complaint	Exhibit B, Operating Plan, Page B-7
Concessioner Response to Visitor Comments	Within 15 days of receipt.	Exhibit B, Operating Plan, Page B-7
Visitor Acknowledgement of Risk	Submit for approval 30 days prior to use when changes are made	Exhibit B, Operating Plan, Page B-11
Transferrable Tag Program	Update Inventory spreadsheet if participating	Exhibit B, Operating Plan, Page B-16
NPS Decal/Tag Replacement	As needed	Exhibit B, Operating Plan, Page B-17
<b>Use of the NPS Authorized Concessioner Mark</b>	<b>Optional (request approval at least 30 days in advance of first use)</b>	<b>Exhibit B, Operating Plan, Page B-25</b>

**Attachment A-1**  
**VISITOR ACKNOWLEDGEMENT OF RISKS (Sample)**

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

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

(input description of risks here)

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## Attachment A-2 Rental Agreement Example

### EQUIPMENT RENTAL AGREEMENT

Business Name  
Address, City, State, Zip  
Phone

Date:		Number:	
Name (Printed):			
Address			
City, State, Zip			
Total number of people in group, including children			

**RENTALS:**

	Number of Days:	Number of Canoes:	Total \$:
<b>Canoe Rental:</b>			
<b>Kayak Rental:</b>			
<b>Raft Rental:</b>			
<b>Tube Rental:</b>			
<b>Misc. Equipment Rental</b> (Back Rest, etc.):	List Item & quantity:		

**TRANSPORTATION (Shuttles):**

		Number	Vessel Types	Total \$ Amount	
	<b>Private Vehicles Shuttled (until 12/31/25):</b>				
	<b>Private Vessels Shuttled:</b>				
	<b>Visitors Shuttled in Concessioner Vehicles</b>				
				<b>Subtotal:</b>	

				<b>Deposit:</b>	
				<b>Balance Due:</b>	

**ACCESS (FLOATING) INFORMATION:**

	Date	Day of Week	No. Vessels	No. People	Time	Access
<b>IN</b>						
<b>OUT</b>						

**PRIVATE VEHICLE TRANSPORTION (SHUTTLE) INFORMATION (only until 12/31/25):**

Location	From:	To:	by Date _____
Type	Make of Car:	Model & Year:	State:
Customer Info	Driver's License:		Keys Placed at _____

**Special Instructions:**

**Client Signature:** \_\_\_\_\_

**Attachment A-3  
Franchise Fee Report Form (Sample)**

Due by the 15th after the last day of the quarter as follows:

- Jan. – Mar. operational period: Due by April 15<sup>th</sup>
- Apr. – June operational period: Due by July 15<sup>th</sup>
- July – Sept. operational period: Due by Oct. 15<sup>th</sup>
- Oct. – Dec. operational period: Due by Jan. 15<sup>th</sup>

**Gross Receipts by Department:**

**Watercraft Rentals:**

- Canoe Rentals \$ \_\_\_\_\_
- Kayak Rentals \$ \_\_\_\_\_
- Raft Rentals \$ \_\_\_\_\_
- Tube Rentals (if applicable) \$ \_\_\_\_\_

**Transportation (Shuttles):**

- Visitor Shuttles (in Concession owned vehicles) \$ \_\_\_\_\_
- Private Vehicle Shuttles (includes customer vehicles) \$ \_\_\_\_\_
- Private Vessel Shuttles \$ \_\_\_\_\_

**Guided Float Services:**

- Day Use Guided Floats \$ \_\_\_\_\_
- Overnight Guided Floats \$ \_\_\_\_\_

**Total Gross Receipts**

- \$ \_\_\_\_\_
- \_\_\_\_\_ % of Total Gross Receipts (Total Franchise Fee)** \$ \_\_\_\_\_

.....  
**Concessioner's Certification**

I certify that this report has been examined by me and to the best of my knowledge and belief it is complete.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Concessioner's Signature or Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Concession Business Name

\_\_\_\_\_  
Concession Contract No. (i.e., CC-BUFFXXX-25)

**Attachment A-4  
Sample Vessel Inventory Form**

**BUSINESS NAME, BUFFXXX-25  
Vessel Inventory**

Date	Number	Authorized Decals for Vessels in Exhibit at Contract Execution	Number	Authorized Decals for Vessels with Vessel exchange Program
	0	Canoes	0	Canoes
	0	Kayaks	0	Kayaks
	0	Rafts	0	Rafts
	0	Total Vessels	0	Total Vessels

**CANOES ONLY:**

Vessel Type	No.	NPS Decal No.	Vessel Serial Number	Vessel Description: Brand (i.e., Old Town)	Vessel Color
Canoe	1				
Canoe	2				
Canoe	3				
Canoe	4				
Canoe	5				
Canoe	6				
Canoe	7				
Canoe	8				
Canoe	9				
Canoe	10				
Canoe	11				
Canoe	12				
Canoe	13				
Canoe	14				
Canoe	15				
Canoe	16				
Canoe	17				
Canoe	18				
Canoe	19				
Canoe	20				
Canoe	22				
Canoe	23				