

Exhibit B Operating Plan

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

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

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

Each trip leader must carry a current copy of the Operating Plan. The NPS may delay or terminate trips at any point along the river corridor if conditions are not met or until noted deficiencies are corrected.

Guidance materials for Concessioners are available in the "Concessioner Tools" tab on the [National Park Service Commercial Services website](https://www.nps.gov/subjects/concessions/index.htm) (<https://www.nps.gov/subjects/concessions/index.htm>).

1) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a general manager who:
 - (a) Has the authority and the managerial experience for operating the required, and if applicable, authorized services within the Area;
 - (b) Has the experience to effectively lead a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters;
 - (d) Has the responsibility for implementing the policies and directives of the Service; and
- (2) The Concessioner must provide a current, accurate contact list to the Service with all appropriate points of contact, including the general manager, **by March 1** each year throughout the term of the Contract.

B) Dinosaur National Monument

- (1) The Superintendent of Dinosaur National Monument manages all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the River Program Office Manager, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
 - (a) Evaluation of Concessioner services
 - (b) Review and approval of the following:
 - Rates charged for all commercial services;
 - Changes to service; and
 - All reporting requirements.
 - (c) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.
- (2) Rangers in the Area will provide direct lines of communication to the Concessioner on matters related to current conditions, law enforcement, search and rescue, emergency medical services, and resource protection in their respective park areas.

2) General Operating Standards and Requirements

A) Operating Season

- (1) There are currently two defined seasons for commercial trips in the Area, defined as follows:
 - (a) High-use Season: All launches occurring between the second Monday in May and second Friday in September.
 - (b) Low-use Season: All other dates
- (2) The Service assigns commercial allocations per contract for the high-use season, in accordance with Operating Plan Sec. 4)A).
- (3) Requests for low season launches may be made on an individual basis, in accordance with Operating Plan Sec. 4)B).

B) Rate Determination and Approval

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using the Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Market Declaration (CMD) has the meaning set out in the Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
 - (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.
- (2) *Rate Methods.* The current rate approval methods used by the Service to administer Concessioner rates are as follows.
 - (a) **Guided Interpretive Whitewater River Trips.** The Concessioner is responsible for setting rates for whitewater rafting trips consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
 - The following are considered essential items for guided river trips and must be included in the rate: boat, personal floatation devices, guide, interpretive services, food, and river permit fees.
 - (b) **Authorized Services.** The Concessioner is responsible for setting rates for all Authorized Services, if offered, consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (3) *Monitoring of the Competitive Market.* The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
 - (a) **Rate Adjustment.** The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.

- (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
- (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
- Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., multi-day whitewater rafting trips, single-day whitewater rafting trips, etc.
 - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
 - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
 - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
 - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
- (d) Rate Monitoring Information. The Concessioner must submit to the Service annually by **January 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) *Service Timelines for Responding to Concessioner Requests*. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (6) Rate Compliance.
- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
- (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (c) Discounted Rates. The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
- (d) Reduced Rates for Federal Government Employees. The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.
- Transportation. The Concessioner may provide river transportation at reduced rates to Federal employees on official business and others on Area-related business, as designated by the Superintendent, on a space available basis.
- (7) Deposit, Cancellation, and Refunds
- (a) The Concessioner must develop a deposit, cancellation, and refund policy consistent with industry practice. This policy must be submitted to the Service for review and approval. Initial

submittal of this policy is due prior to operations beginning, or **by March 1**, whichever is earlier.

- (b) The Concessioner must clearly disclose to customers its deposit, cancellation, and refund policy at the time of reservation. The Concessioner must post deposit, cancellation, and refund policies prominently on its website. Cancellation and refund policies must be included in reservation confirmation emails.
- (c) The Concessioner may accept reservations up to one year in advance, given the Service has released the commercial launch calendar for those trip dates.
- (d) Information Collection. The concessioner must request relevant health information from clients concerning pre-existing conditions at the time of booking. Clients must decline in writing if they choose not to provide the information. The Concessioner must take steps to appropriately protect any personal information collected.
- (e) Booking Agents. The Concessioner may enter into agreements with booking agents. The booking agent may take reservations for trips for which the Concessioner pays the agent a booking fee. The booking agent may not charge a fee to the client in addition to the Service-approved rate for the trip. Advertising for trips by booking agents must state clearly that the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.

C) Evaluations

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

of proof of general liability, automobile, workers compensation insurance and all other insurance coverages required in Exhibit D.

- (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations, and weights them, as 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 and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
 - (d) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) Other Audits or Inspections
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
 - (b) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

D) Visitor Satisfaction Monitoring Program

- (1) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The concessioner must submit its plan for this system **within 30 days** of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e. Comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. The Service is developing standard visitor satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service. The Concessioner must have an adequate supply of comment cards, or information on accessing the electronic survey must be made available at appropriate locations.
- (2) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
- (3) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the protection of Area resources.
- (4) The Service will forward to the Concessioner any comments or complaints received regarding Concession services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (5) *Customer Satisfaction Annual Summary*. The Concessioner must forward to the Service **within 15 days** of the last day of the operating season a summary of all comments and complaints received on comment cards, letter, email, or other internet-based or electronic system.

E) Lost and Found Policy

- (1) The Concessioner should make a reasonable effort to check with other concessioners when its employees or clients find an item on the river. Any unclaimed items must be turned into Service staff at the Quarry Visitor Center. The Concessioner should direct clients who have lost or found items to the Quarry Visitor Center.

F) Vehicles

- (1) *Registration, Licensing, and Insurance.* The Concessioner must properly register, license, and insure, in accordance with federal and state laws and regulations, and the Contract, all vehicles used to transport clients, employees, and gear.
- (2) *Drivers.* Drivers must have a valid state operator's license, in good standing, for the size and class of vehicle they will drive.
- (3) *Maintenance.* Vehicles and trailers must be properly maintained for operation on public roadways. The Concessioner must ensure vehicles used receive periodic safety inspections and that any necessary repairs are performed.
- (4) *Identification.* All vehicles used within the Area must be marked with the Concessioner's name and logo.
- (5) *Safety Belts.* The Concessioner must require drivers and passengers to wear safety belts at all times, if safety belts were installed by the manufacturer. Safety belts may not be removed by the Concessioner for any reason.

G) Human Resources Management

- (1) The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur.
- (2) Guides may not be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance and Workers Compensation policies. The Service may grant exceptions upon request. However, the Concessioner must ensure guides have fulfilled all training requirements outlined in this Operating Plan, including training on the Concessioner's Risk Management Program, emergency procedures, etc.
- (3) The Concessioner must meet all applicable U.S. Department of Labor requirements and all other applicable labor laws.
- (4) *Background Checks.* The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multijurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (5) *Drug-free Workplace.* The Concessioner must maintain, to the greatest extent possible, a drug-free work environment. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse.
- (6) *Harassment-Free Work Environment.* The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace procedures for addressing complaints.
- (7) *Employee Responsibilities.* The Concessioner must require that its employees adhere to all Federal and State laws while in the Area including, but not limited to, use or possession of illegal substances and criminal activity. The Concessioner should emphasize that Federal law applies with respect to marijuana use.

- (8) *Employee Appearance.* The Concessioner must ensure that all employees in contact with the public are clean, neat and professional in appearance. The Concessioner must ensure employees project a hospitable, friendly, helpful, positive attitude, and are capable and willing to answer visitors' questions and provide visitor assistance.
- (9) Employment of Service Employees or their Family Members.
 - (a) The Concessioner must not employ, in any status, a Service employee, his/her spouse, or his/her dependent child without the written approval of the Superintendent. Prospective employees must submit a written request to the Superintendent. The Superintendent will determine, in accordance with applicable Service policies and procedures, if conflicts of interest exist. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
 - (b) The Concessioner must not employ, in any status, the following, their spouses, or dependents: the Superintendent, Assistant/Deputy Superintendent, Chief Ranger, River Program Office Manager, and River Program Office staff.
- (10) *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.

H) Trip Leader, Guide, and Crew Requirements

- (1) *Maintaining Records.* The Concessioner must ensure that all its trip leaders and guides meet the minimum requirements established by the State of Colorado (<https://cpw.state.co.us>), the State of Utah (<https://recreation.utah.gov>), and the Service through this Operating Plan, prior to the trip leader or guide conducting services under this Contract. The Concessioner must maintain a resume of each of its guides and copies of the guide's current First Aid, CPR, and food handler's certifications. The Concessioner must maintain records of its guides' qualifications and provide them to the Area **by March 1**. This includes, at a minimum, the guide's name, birthdate, first aid, CPR, and food handler's certifications, and training log.
- (2) *Guides.* Guides must meet the following qualifications:
 - (a) Be at least 18 years old.
 - (b) Have completed at least 50 hours of on-river training, with at least 20 of these hours taking place within the Area. Guides must have completed a minimum of six river trips while operating the vessel, or similar vessel, (either as a boat operator or as an apprentice under a qualified guide where actual boat operation and control were observed by another guide) on the respective river section on which the guide will be carrying clients. Comparable experience on other rivers can be substituted for up to three of the requisite six trips, at the discretion of the Concessioner.
 - (c) Additionally, guides must possess the following skills and/or certifications, as verified by the Concessioner:
 - Ability to safely navigate the river.
 - Ability to operate the emergency communications equipment carried by the Concessioner and knowledge of evacuation procedures.
 - Knowledge of the Area's natural and human history, points of interest, and the ability and willingness to impart this knowledge to clients.
 - Working knowledge of the safety aspects and equipment repair procedures for each type of craft operated.
 - Working knowledge of all environmental protection equipment and sanitation procedures for river trips in the Area.

- Knowledge of all applicable laws and regulations related to boats carrying clients for hire.
 - Knowledge of all applicable laws and regulations protecting natural and cultural resources from human impact.
 - At a minimum, be certified in First Aid (FA) or Wilderness First Aid (WFA) through a program sponsored in the United States.
 - Current Cardiopulmonary Resuscitation (CPR) Certification, issued by an accredited course provider (i.e. American Heart Association, American Red Cross, etc).
 - If the guide will be involved in food preparation, they must possess a current food handler's certificate, at minimum, from a recognized entity that holds training classes and issues certificates.
- (3) *Trip Leaders.* A trip leader is a person whose character, personality, and capabilities qualify him/her as a responsible leader. A designated trip leader must accompany every trip. In addition to meeting the guide qualifications specified above, the trip leader must:
- (a) Have completed 6 trips on the respective river section within the Area as a guide under varied conditions.
 - (b) Be knowledgeable and capable of giving orientation talks to all clients throughout the trip, as verified by the Concessioner.
 - (c) Possess a current swiftwater rescue certification from a course having taken place in the last 3 years.
 - (d) At a minimum, be certified in one of the following certifications, or higher:
 - Emergency Medical Responder or higher (EMR) as recognized by the National Registry of Emergency Medical Technicians (NREMT);
 - Outdoor Emergency Care (as recognized by the National Ski Patrol); or
 - Wilderness First Responder (WFR) through a program sponsored in the United States.
 - (e) Possess a current Cardiopulmonary Resuscitation (CPR) Certification.
 - (f) Possess a current food handler's certificate from a recognized entity that holds training classes and issues certificates.
- (4) *Crew.*
- (a) A crew member must be essential to accomplishing the specific purpose of a given trip. All non-crew trip members are considered passengers. Personal care assistants necessary for special population members are the single exception. Personal care assistants count as group members for purposes of group size limits, but do not count against crew totals. Personal care assistants must be approved in advance by the NPS, and such requests must be submitted with sufficient explanation (e.g., resume of personal care assistant) **at least three weeks** prior to the launch date.
 - (b) Trainees and swampers must not pay for the privilege of accompanying commercial river trips. The payment of money by any "employee-crew member" to the employer for the privilege of working negates the status of that employment and relegates the "paying employee-crew member" to the status of a commercial passenger. The use of "paying employee-crew members" not reported as commercial passengers represents a violation of contractual obligations to report all commercial use. Interpretive specialists and instructors required for the success of the trip are allowed as paid crew members and require prior approval as described above.
 - (c) Each boat carrying clients for hire must have at least one qualified guide or trip leader on board.

I) Employee Training

- (1) The Concessioner must develop an employee training program and provide to the Service an outline of the training program and requirements within **60 days** of the Contract effective date and thereafter upon request.
- (2) The Concessioner must provide adequate training to all employees prior to duty assignments and working with the public. Training must include the following topics, at a minimum:
 - (a) Service regulations and requirements while working within the Area.
 - (b) Public Health and Sanitation. The Concessioner must ensure guides and others who will be preparing food at the start of their employment have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and National Park Service Director's Order 83, Public Health, especially Reference Manual (F) – Backcountry Operations, as they now exist or as they may be amended from time to time.
 - (c) Environmental and Risk Management. The Concessioner must provide training for all employees on its environmental and risk management programs.
 - (d) Emergency Equipment and Procedures. The Concessioner must provide hands-on training for all river guides and trip leaders on the use of emergency equipment and response procedures. Topics should include, at minimum, water rescue of a conscious and unconscious swimmer, mechanical advantage systems associated with boat recovery, basic patient assessment, and helicopter evacuation procedures to include landing zone preparation.
 - (e) Interpretive Skills Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and/or safety orientation services. The Concessioner must work closely and coordinate with the Service to improve the methods of preparing and presenting effective interpretation.
 - (f) Service-sponsored Training. The Concessioner must encourage employees to attend Service-sponsored training related to concession operations.
- (3) The Concessioner's training program must facilitate an understanding of roles and responsibilities in fulfilling the terms and conditions of this Contract. The Concessioner is responsible for the behavior of its employees.
- (4) *Training Trips*. The Concessioner may conduct training trips for the purpose of training new boat operators or familiarizing boatmen with new types of equipment, interpretive methods, and operational requirements. The Concessioner must make training trip requests through the River Program Office. The Service reviews all requests through its administrative river trip process. Training trips in the high-use season must use one of the launches designated to the Concessioner.
 - (a) The Concessioner's owner, manager, or a designated representative must accompany the trip. A list of trip participants and their positions with the Concessioner must accompany the request. These trips must be conducted for the benefit of Concessioner personnel only, not for relatives, friends, etc. The Service will inspect training trips before departure. Such trips must meet all relevant conditions set forth in this Operating Plan.

J) Risk Management Program

- (1) The Concessioner must provide a safe and healthful environment for its employees and the public. The Concessioner must develop, maintain, and fully implement a Risk Management Program that is in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. Service Risk Management Program Standards for Concessioners are located on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>.
- (2) The Concessioner must submit its initial Risk Management Plan ("RMP") to the Service **within 60 days** following the effective date of this Contract and any updates annually by **February 15**.

- (3) *Emergency Action Plan.* As part of its RMP, the Concessioner must include an Emergency Action Plan (EAP) that describes the steps it will take in the event of an emergency.
- (a) The EAP must include the Concessioner's procedures for:
- Notifying its clients of an Area closure and mandatory evacuation;
 - Notifying management, staff, and employees of an Area closure and mandatory evacuation;
 - Providing transportation and other assistance needs for clients and employees;
 - Securing personal property;
 - Providing timely information on the progress and status of its evacuation efforts;
- (b) The EAP must also include a list of contact personnel responsible for implementing and supervising the Concessioner's evacuation efforts.
- (4) *Illness and Infestation Prevention and Response.* As part of its RMP, the Concessioner must include detailed inspection, prevention, and response procedures to minimize the risk and impact of communicable diseases, vector-borne illnesses, or pest infestations. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, coronavirus, hantavirus, West Nile virus, influenza, rabies, Rocky Mountain spotted fever, and tick-borne relapsing fever.
- (5) *Safety Representative.* The Concessioner must designate one employee as the safety representative at the beginning of the Contract, notify the Service of who has this role, and update this information as necessary. This person must have the authority to make decisions about safety concerns.
- (6) *Reporting of Criminal Violations.* The Concessioner must implement standard operating procedures to include immediate reporting, by phone call, or most appropriate means, of all suspected and known criminal violations occurring within the Area to the Communications Center or most appropriate Service law enforcement official.
- (7) *Emergency Medical Care.* The Service provides emergency medical response services.
- (a) The Concessioner must report all medical emergencies to 911.
- (b) The Concessioner must provide and maintain a First Aid kit on each tour, in accordance with Operating Plan section 4)L3.
- (c) All guides must hold current certification in standard First-Aid and CPR through an accredited course provider, at a minimum.
- (8) *Training.* The Concessioner must train its employees according to the training requirements in its Risk Management Program.
- (9) *Exculpatory Agreements*
- (a) The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL), and indemnification clauses.
- (b) Higher risk services under this Contract are the following: whitewater river rafting and transportation
- (c) Exculpatory agreements:
- Must comply with applicable state and federal law and NPS policy;
 - Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
 - Must waive liability against the United States by including the following language:

The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.

- (d) The Service will not as a matter of standard practice, collect review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with NPS policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The NPS also reserves the right to require changes to the Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

K) Protection and Security

- (1) The Service has jurisdiction within all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural and wildland fire. Other federal, state, or county officials may conduct enforcement activities.

L) Environmental Management Program

- (1) It is the responsibility of the Concessioner to protect, conserve, and preserve resources of the Area, comply with all Applicable Laws, and incorporate Best Management Practices (BMP) pertaining to the protection of human health and the environment as outlined in the Contract. In addition to the environmental management requirements described in other sections of the Operating Plan the Concessioner must comply with the requirements in Contract Sec. 4, Environmental, and Addendum 1, Sec. 4, Environmental Data, Reports, Notifications, and Approvals.

M) Public Relations, Marketing, and Promotional Materials

- (1) *Media Inquiries.* The Concessioner must notify the Service of all media inquiries related to Area or Concessioner operations. The Concessioner must refer questions related to the Service, Area operations, or incidents occurring within the Area to the Service.
- (2) Promotional Materials
- (a) All promotional material must be approved by the Superintendent prior to publication, distribution, broadcast, etc. Proposed materials or changes to existing materials must be submitted for review a **minimum of 30 days** before printing/use, although longer review periods may be required. The Concessioner should contract the Service well in advance to establish specific timeframes for each project review. The Service may require unapproved promotional material be removed from circulation.
- (b) Required Notice. The following notice must be prominently posted on all Concessioner websites, brochures, and other forms of printed advertising, excluding billboards. Any billboards must identify the Concessioner as an authorized NPS Concessioner.

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

*Please address comments to:
Superintendent
Dinosaur National Monument*

4545 Hwy 40
Dinosaur, CO 81610-9724

- (3) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the Commercial Services website.

N) Entrance, Permit, and Camping Fees

- (1) *Entrance Fees*. The Concessioner must ensure Area Entrance Fees are paid for all clients.
 - (a) If paying entrance fees on behalf of its clients, the Concessioner may pay entrance fees directly at the entrance station or online at www.recreation.gov.
 - (b) If not paying entrance fees for clients, the Concessioners must inform clients of entrance fee requirements and procedures prior to their trip.
- (2) *River Permit Fees*. The Concessioner must pay River Permit fees on a per-client basis.
 - (a) River Permit Fees must be remitted to the Service annually, at the conclusion of the high-use season. The total payment amount for the season will be calculated and provided by the Service following the conclusion of the high-use season through www.pay.gov. The Concessioner is responsible for payment **within 30 days** of receipt of the e-bill.
- (3) *Campground Fees*. Guides or clients who will be using the NPS campgrounds at Gates of Lodore or Deerlodge prior to launching must pay applicable camping fees. Current fees are posted at the campgrounds and on the Park website at <https://www.nps.gov/dino/planyourvisit/campgrounds.htm>.
 - (a) If the Concessioner will be paying camping fees on behalf of guides and/or clients, it may submit a Concessioner Camping Voucher (Attachment H). The Concessioner will be billed for these campground fees at the conclusion of the high-use season, in conjunction with the River Permit Fees.
 - (b) Guides and/or clients must not exceed the permitted number of individuals per campsite.

3) Specific Operating Standards

The Concessioner must provide all services, whether required or authorized, in a safe, consistent, environmentally sensitive, and high-quality manner, and must operate in accordance with the operating standards as defined by the Service. Standards provided by the Service are considered service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines, as amended, supplemented, and revised throughout the term of the Contract, located on the Commercial Services Website at or available upon request from the Business Resources Branch. When in conflict, standards and guidelines described in this Operating Plan supersede those identified in the standards.

A) Required Services

- (1) Guided Interpretive Multi-Day Whitewater River Trips
 - (a) The Concessioner must provide multi-day whitewater river trips on both the Green and Yampa Rivers within Dinosaur National Monument. During trips, the Concessioner must provide interpretive information to clients about the Area's natural and cultural resources.
 - (b) A trip is defined as a group of people travelling and camping together with associated boats, boating equipment and supplies; assigned to one scheduled launch; and occupying one campsite per night. Multiple-boat trips may not separate for any reason.
 - (c) Trip lengths vary from three to five days, depending on the river and time of year.

- (d) The maximum number of participants/clients/guests per trip is 25, not including crew. Crews shall consist of one guide per boat and may include one additional crew member per trip.
- (2) Guided Interpretive One-Day Whitewater River Trips (DINO006 and DINO016 only)
 - (a) The Concessioner must provide single-day whitewater river trips on the Green River within Dinosaur National Monument. During trips, the Concessioner must provide interpretive information to clients about the Area's natural and cultural resources.
 - (b) A trip is defined as a group of people travelling together with associated boats, equipment, and supplies, and assigned to one launch. Multiple-boat trips may not separate for any reason.
 - (c) Single-day trips launch from Rainbow Park and take-out at Split Mountain.
 - (d) The maximum number of participants/clients/guests per trip is 25, not including crew. Crews shall consist of one guide per boat and may include one additional crew member per trip.

B) Authorized Services

- (1) Transportation of Clients Participating in the Activity
 - (a) The Concessioner may transport clients from its meeting point outside the Area to the Gates of Lodore or Deerlodge put-ins and from the Split Mountain take-out points.
 - (b) No other transportation services are authorized within the Area, including the transportation of client vehicles.
 - (c) If the Concessioner does not wish to transport clients, the Concessioner may utilize the services of another transportation provider. Only those transportation service providers authorized to conduct business within the Area through a Commercial Use Authorization may be used.

C) Standards

- (1) Guided Water Float (10-GWF) standards pertain to all whitewater rafting trips and associated services. Additional general standards regarding whitewater rafting trips are outlined in the following Operating Plan sections.
 - (a) Exclusions to Service-Specific Operating Standards 10-GWF:
 - Ticket Office - Exterior (1-10) – The Concessioner does not have assigned buildings in the Area.
 - Public Areas – Interior (11-17) – The Concessioner does not have assigned buildings in the Area.
 - Safety (18-22) – The Concessioner does not have assigned buildings in the Area.
 - Maintenance Area/Building (23-33) – The Concessioner does not have assigned buildings in the Area.
 - Launch Facilities (38-42) – Launch facilities are maintained by the Service.
 - Inspection (44) – Rafts are not subject to USCG inspections.
 - (2) Food and Beverage Backcountry (10-FBK) standards pertain to all food services provided on whitewater rafting trips.
 - (a) Exclusions to Service-Specific Operating Standards 10-FBK:
 - None
 - (b) Additionally, the Concessioner must ensure guides and others who will be preparing food have food handlers training as needed to comply with applicable requirements of the Food and Drug Administration's current Food Code and [National Park Service-Directors Order 83, Public Health](#), especially Reference Manual (F) – Backcountry Operations, as they now exist and as they may be amended.

4) Specific Operating Requirements

A) High-use Season Allocations and Launch Calendar

- (1) The launch allocation authorized by this Contract is not to exceed [number] multi-day river trips within the high-use season.
- (2) The Service administers launch allocations authorized by this Contract. These allocations may be adjusted at the discretion of the Service. Reasons for adjustment may include, but are not limited to, resource protection considerations, concessioner performance, or underutilized trip allocations.
- (3) Each allocation is assigned a specific launch date. Launch dates are assigned by the Service at least one year in advance through a commercial launch calendar, issued by the River Program Office.
- (4) Requesting Changes to Launch Calendar
 - (a) After the high-use season, the Service will consider proposals from Concessioners who wish to exchange specific launch dates in the upcoming year, as identified in the commercial launch calendar. Concessioners may submit requests to adjust launch dates between **October 1 and March 31**, only.
 - (b) Concessioners may be "gifted" specific launch dates from other concessioners. The exchange of monies, goods, or services in kind for traded or "gifted" launch dates is strictly prohibited.
 - (c) For the purpose of calculating minimum use, as described in Operating Plan Section 4)C) below, "gifted" launches are not considered as utilized launches for the Concessioner "gifting" the launches.
 - (d) Trades and "gifted" launches must not result in the Concessioner exceeding its total launch allocation for the year, without prior approval by the Service. Trades and "gifted" launches must be approved before the start of the next high-use season.

B) Low-use Season Allocations.

- (1) The Concessioner is entitled to request a low-use season launch date. Requests must be submitted between **October 1 and January 31**. The Concessioner may request an additional low-use season launch date after it has used its first launch. Low-use season launches do not count against the Concessioner's high-use season allocation.

C) Minimum Use of Allocations.

- (1) It is the Service's expectation that the Concessioner will provide whitewater river experiences to as many visitors as practicable, given the allocations provided under its contract.
- (2) The Concessioner must utilize at least 50% of its assigned high-use trip allocations annually.
 - (a) If the Concessioner does not utilize at least 50% of its assigned high-use trip allocations within a season, the Service will notify the Concessioner in writing to request a plan describing how the Concessioner will meet the annual minimum use the next season. The Service may also adjust the Annual Overall Rating Report score to less than satisfactory for that operating year. If the underused allocations are due to extraordinary or unanticipated circumstances, the Service will take those circumstances into consideration. Some examples of extraordinary or unanticipated circumstances include, but are not limited to, closures of the Monument, extreme weather issues, or inability of the operator to conduct trips due to long-term illness.
- (3) Based on an average over a three-year period, if a Concessioner does not utilize 50% or more of its assigned high-use trip allocations, the Service may reallocate all or a portion of the consistently underutilized trip allocations to other Concession Contracts. If the Service finds that a Concessioner has underused allocations pursuant to the criteria identified above, the Service will notify the Concessioner via electronic or written correspondence and advise the Concessioner of the number of allocations it proposes to reallocate. The Concessioner will be provided with an opportunity to respond to the Service's proposed reallocation. If the underused

- allocations are due to extraordinary or unanticipated circumstances, as defined in Section 4)C)2)a) above, the Service will take those circumstances into consideration.
- (a) Underutilized trip allocations will be reallocated to qualified Concession Contracts. A qualified Contract, for the purposes of reallocation, is a Contract that has (1) utilized a minimum of 70% of its allocations for an average of two years, (2) notified the Service of its desire to obtain additional allocations, and (3) not received any less than satisfactory ratings for NPS evaluations performed during the two years before the request for additional allocations. The Contract holder of the underutilized trip allocations may choose which dates will be reallocated to other Contracts.
 - (b) Finalized reallocations will be documented via an Operating Plan update for both the Concessioner losing allocations and the Concessioner gaining allocations. These reallocations will remain in effect for the term of the Contract and remain with the specific Contract in the future unless changes in Park Planning or priorities (including updates/changes to the River Management Plan) dictate a change in commercial river operations.
- (4) If, following a reallocation due to underutilization, a Concessioner does not utilize 50% or more of its remaining assigned high use trip allocations within a season, the Service may terminate the contract. The Concessioner will be notified of the Service's intent to terminate the contract and provided with an opportunity to respond. If the underused allocations are due to extraordinary or unanticipated circumstances, as described above, the Service will take those circumstances into consideration.
 - (5) A Concessioner may request to voluntarily surrender a portion of its allocations. The Concessioner must submit to the Service in writing its justification for the request. If approved, the Service will use the reallocation method described above.

D) River Permits

- (1) *Multi-day River Trip Permits.* A Commercial River Trip Special Use Permit will be issued to the Concessioner for each multi-day trip allocation that it has. Permits are typically issued between 15 and 30 days prior to the launch date.
- (2) *Single-day River Trip Permits (DINO006 and DINO016).* The Concessioner will self-issue a permit for each single-day river trip using the Service-provided template. The permit must be carried during the trip and given to a Service employee or placed in the Service-provided drop-box at the Split Mountain Boat Launch at the conclusion of the trip.
- (3) All permits will specify a launch date, trip duration, launch location, and take out location. During the high-use season, this permit will also specify the campsites assigned to the Concessioner for each night of the trip. These are the only dates, launch locations, and campsites, if applicable, that the Concessioner may use for that trip. Granting of a permit does not constitute a guarantee that natural and man-made manipulations of river flow will be sufficient for river use.
- (4) Violation of permit conditions will be reflected in the Administrative Compliance component of the Annual Overall Review under ID 3.1 "Legal, Regulatory, and Policy Compliance" and may result in a less-than-satisfactory rating.
- (5) *Permit Verification.* The Trip leader must carry a copy of the permit. Concessioners may be contacted at any time by Service staff and requested to provide their permit to verify the Concessioner's compliance with regulations and accurate reporting of passenger counts. During these contacts, Rangers may also query passengers as to entrance passes and/or age to ensure compliance with age restrictions on different categories of entrance passes.
- (6) *Requesting Exceptions.* Any requests for changes to assigned launches (location, dates, campsites, etc.) must be made to the River Program Office in accordance with the following timelines. The River Program Office will attempt to accommodate such requests. Changes may not be implemented until approved in writing by the River Program Office.
 - (a) Location: Must be requested at least **60 days** prior to launch date
 - (b) Duration: Must be requested at least **30 days** prior to launch date

- (c) Assigned Campsites: Must be requested at least **seven days** prior to launch date. Requests to change campsites will only be considered when necessary to provide for the safety of trip participants (high water, disabled participant, etc.), as determined by the River Program Office. Campsite assignments will not be changed to accommodate a Concessioner's preferred itinerary.
- E) Cancellations**
- (1) The Concessioner must notify the River Program Office of trip cancellations at least **14 days** prior to the launch date. Failure to cancel at least 14 days prior to the launch date will be reflected in the Concessioner's Annual Overall Rating report.
- F) Reporting River Use**
- (1) The Concessioner must provide passenger and crew totals as part of its pre-launch inspection when a ranger is at the launch site.
- (2) The Concessioner must confirm passenger and crew totals (including trainees, if any) for the preceding month to the River Program Office by completing and submitting the Commercial Permit Fee Voucher Report Form (Attachment B) **within 15 days** of the conclusion of the month.
- G) Charter Trips.**
- (1) The Concessioner may provide charter trips for affiliated groups (such as groups of friends, family groups, commercial businesses, and non-profit organizations). On charter trips, the group reserves all the available spaces on the trip and no spaces are available to others. Charter trips are counted against the Concessioner's trip allocation, just like a standard river trip.
- (2) The group chartering the trip may not charge an additional fee to participants for the activity within the Area, unless approved by the Superintendent in advance. The group may provide a special educational focus (such as photography, geology, human history) at no extra charge. The purpose to the trip must relate to the resources of the area.
- (3) Advertising of charter trips must state clearly that the authorized Concessioner is providing the river trip (including guides, equipment, food, etc.) within the Area.
- (4) The Concessioner will provide this information to the leader or organizer of each proposed charter trip.
- H) Special Focus Trips.**
- (1) The Concessioner may provide special focus trips, such as photography, history, and archaeology trips; however, the purpose of the trip must relate to the resources of the Area.
- (a) Prior to scheduling such a trip, the Concessioner must submit an outline of its proposed purpose, proposed itinerary, and instructor qualifications, for Service review and approval.
- (b) The Concessioner must not require clients to pay more for a special focus trip unless the Superintendent approves a higher rate in advance.
- (2) The Concessioner may provide trips with a special focus on whitewater skills training. These trips must be available to the general public, not existing Concessioner staff (training trip).
- (a) Prior to scheduling such a trip, the Concessioner must submit an outline of its proposed training program, including itinerary, specific training topics and activities, instructor certifications, etc., for Service review and approval.
- I) Interpretive Services.**
- (1) The Concessioner is required to provide interpretation of natural and cultural resources to visitors with the objective of instilling in them an appreciation of the Area. The Concessioner's interpretive messages must include, but are not limited to, safety, resource and environmental management issues and objectives, primary interpretive themes (see listed below), low-impact use of the river corridors, and some of the more common plants and animals inhabiting the Area.
- (2) The Concessioner must adequately train staff members in interpretive techniques. The Concessioner must provide and will be evaluated on thematic interpretation. Employees must

- demonstrate their knowledge of the Area, the Area's goals and objectives, and appropriate interpretive techniques in their programs. The Concessioner must explore a wide array of avenues for conveying interpretive messages to clients.
- (3) *Primary Interpretive Themes.* The following interpretive themes have been developed for Dinosaur National Monument:
- (a) Dinosaur National Monument's scenic river canyons, world-class geologic resources, and biological diversity provide opportunities for people to encounter uncrowded wild landscapes and environments, understand and appreciate the complexity of ecosystems, contemplate their place in nature, and renew their sense of well-being.
 - (b) The diverse fossil resource in Dinosaur National Monument provides a touchstone to ancient ecosystems, inspiring personal discovery and reflection upon this history of life on Earth, including deep time, change, adaptation, survival, evolution, and extinction.
 - (c) The Green and Yampa Rivers serve as living laboratories in the Colorado River system to demonstrate the difference between controlled and natural-flowing rivers and their effects on ecosystems and their inhabitants. These rivers illustrate the past, present, and future struggles over how to manage life-sustaining water in the arid West.
 - (d) For thousands of years, humans found both homes and challenges in the rugged and remote landscape of Dinosaur National Monument. Abundant cultural resources and rich histories allow reflection upon the kinship between ancient and modern cultures; the exploration, continuous occupation and use of this area; and the intertwined relationships of people and their environments in their quest for survival, discovery, and adventure.
 - (e) In the 1950s, Echo Park's wild beauty inspired and galvanized leaders in the conservation movement to defeat a proposal to build dams within Dinosaur National Monument. Their efforts not only protected the sanctity of the national park idea and marked a first step in the eventual passage of the Wilderness Act but also continue to frame discussion over the use and stewardship of public lands.

J) Watercraft

- (1) The following types of watercraft are approved for commercial use within the Area:
- (a) Rafts/Cataracts: Inflatable rafts and cataract boats must have at least four separate air chambers.
 - (b) Inflatable individual crafts: Inflatable kayaks, packrafts, "shredders", paddlecats, "minimes", or "stingers", with three separate air chambers, designed for whitewater use, are approved for use in the Area when appropriately accompanied by larger craft. Crafts must be made from robust materials like Hypalon, Urethane, Neoprene, or PVC.
 - (c) Fiberglass or Plastic Whitewater canoes, kayaks, and Stand-Up Paddleboards: Kayaks and canoes must be in good condition, and the front deck must be reinforced for whitewater use. In addition, a leak-proof spray skirt, made from neoprene or a similar material, must be used. Stand-up paddleboards suitable for whitewater are also approved. Open or canvas-decked canoes are acceptable provided they have sturdy reinforcements and adequate flotation.
- (2) *Prohibited Watercraft.* The following types of watercraft are prohibited from operation within the Area. Area Rangers have final discretion when approving crafts for launch.
- (a) Conventional rowboats and flimsy crafts, such as foldboats, swimming pool type rafts and toys, inner tubes, and air mattresses.
 - (b) Rafts longer than 19 feet without frame and oars.
 - (c) Drift boats without secure, appropriate flotation or sealed chambers.
 - (d) Motor-powered watercraft/motors in general.
- (3) New boat types may be considered by the Service on a case-by-case basis.

- (4) Watercraft must be well-maintained and in good, serviceable condition. The Service has the right to make a determination on the use of any individual watercraft, based on condition.
- (5) *Capacities*. The Concessioner must not exceed the capacities established by the manufacturer for each watercraft operated. Capacities are for the total number of persons on board, including crew, and may not be exceeded except for brief periods of time during emergency situations.
- (6) *Personal Watercraft*. The use of personal watercraft owned by clients is only allowed in the case of hard-shell kayaks and provided the following conditions have been met by the Concessioner:
 - (a) A hard-shell kayak-specific safety and management plan has been submitted to the Area for approval.
 - (b) A letter from the Concessioner's insurance company clearly stating that the use of hard-shell kayaks not owned by the Concessioner does not void or render inapplicable the policy covering any accidents while on a concessioner-sponsored trip.
 - (c) All applicable Utah and Colorado State laws are followed.
 - (d) Helmets are required for all kayak users.
 - (e) On all river sections, there shall be at least one qualified Concessioner guide for every four low-capacity vessels being led in a group.
 - (f) Kayaks must be temporarily identified as belonging to a specific Concessioner for easy identification by the rangers.
 - (g) Support boats must be present fore and aft of the hard-shell kayaks.
 - (h) Crew members on commercial river trips may not use kayaks unless they are acting as safety boaters for clients who are using them. Hard-shell kayaks must meet the standards of commercial hard-shell kayaks previously outlined. Inflatable kayaks are not authorized.

K) Identification of Property.

- (1) Concessioner-owned vehicles must display the Concessioner's name and logo.
- (2) Concessioner-owned watercraft must display the Concessioner's name and logo in block lettering to aid in aerial observation/identification during emergencies.
- (3) All large personal property, such as PFDs, portable toilets, coolers, tables, etc, must have the Concessioner's name and logo affixed.

L) Emergency Equipment and Procedures

- (1) Personal Floatation Devices (PFDs).
 - (a) Each passenger, including guides, must wear a PFD at all times while on the Green and Yampa Rivers, except for the State of Utah designated flatwater section between The Cove campsite and the Rainbow Park boat ramp. Children 12 and under must wear PFDs at all times as required by Utah State Law. The Concessioner must ensure that each passenger's PFD has an identifying mark, is fitted for that particular passenger, and worn only by that passenger for the entire trip. The trip leader must inspect each PFD for compliance with U.S. Coast Guard standards.
 - (b) Passengers of all ages must wear U.S. Coast-Guard-approved Type V PFDs rated for use in whitewater. Clients in hard-shell kayaks may wear Type III PFDs that are rated for whitewater use while kayaking.
 - (c) Boatmen and crew may use U.S. Coast Guard-approved Type III or Type V PFDs rated for use in whitewater.
 - (d) A Type IV, throwable device is required for each vessel 16 feet long or greater, per U.S. Coast Guard requirements.
 - (e) A standard throw rope with a minimum of 40 feet of line is required for each raft. Ropes must be stowed in an accessible location for quick use but secured to ensure they do not become a hazard in the event the boat capsizes.

- (f) All trips must have one extra PFD for each raft, and one extra PFD for every three individual crafts. If there are children on the trip, there must be an extra PFD that fits each child on the trip.
- (2) Emergency Equipment
 - (a) Each oar-powered raft must carry one spare oar. Each paddle raft must carry at least two extra paddles. Additionally, one spare paddle must be carried for every three individual craft and may be carried on the support boat or on individual boats.
 - (b) Each boat with a non-self-bailing floor must carry a bailing device.
 - (c) Each river trip must carry at least one rescue kit (Z-drag kit) containing adequate gear to rescue a trapped boat.
 - (d) Each river trip must carry at least one operable air pump.
 - (e) Every river trip must carry a boat patching and repair kit appropriate to their boats.
 - (f) Each trip must carry one or more accurate maps or guides of the Green and Yampa Rivers within the Area.
 - (g) Each trip must carry a copy of this Operating Plan
- (3) First-Aid.
 - (a) Each trip must carry one major First Aid kit, with a smaller First Aid kit available in each additional raft. See Attachment A "Suggested First-Aid Items" for additional information.
- (4) Communication and Signaling.
 - (a) Emergency signaling equipment must include a signal mirror of the U.S. Air Force type; a set of orange signal panels (three feet by eight feet); and a satellite communication device with text messaging capability. A ground-to-air radio is also recommended.
- (5) Helicopter Evacuation
 - (a) The Concessioner may request a helicopter evacuation in accordance with the Helicopter Evacuation Procedures (Attachment C).
 - (b) Once a helicopter evacuation has been requested, the Concessioner must contact Area personnel as listed on the Emergency Notification List provided annually by the Service.
- (6) Incident Response.
 - (a) When incidents involving stranded boats and/or passengers occur, the priority is life-safety first, environmental concerns second, and property salvage third. The Service will coordinate such activities with the Concessioner to determine the appropriate level of response by both the Service and the Concessioner to achieve these goals. The Concessioner will incur the cost of such incidents.

M) Safety Orientation

- (1) Prior to launching, the Concessioner must conduct an orientation talk for all clients, that includes, at minimum, a discussion about water, boating, and hiking safety, personal flotation devices (PFDs), rescue procedures, drinking water, sanitation, and natural and cultural history of the Area. The Concessioner may address other topics after launching but prior to the first night's camp. See Attachment D, "Orientation Talks", for additional information. The Service periodically verifies these talks through its inspection program or spot checks.

N) Launch and Take-Out Procedures

- (1) *Maintenance.* The launch or take out ramp may not be used to perform maintenance projects on equipment.
- (2) *Parking.* Only river equipment vehicles may park on the launch ramp, and only while unloading equipment, passengers, or performing other necessary work. The Concessioner must turn off engines when unloading to conserve energy and protect air quality. Upon unloading, the

- Concessioner must immediately remove vehicles from the launch ramp and may park them in the provided parking areas. No overnight parking is allowed on the ramp or in any area at the launch ramp. All overnight and long-term parking must be in the designated parking area. Because parking is limited at the launch and take out ramps, no vehicles may be left parked at either location for longer than the duration of the trip.
- (3) *Cooking.* No meal preparation or table setup is allowed on any of the boat ramps.
 - (4) *Overnight Camping.* Concessioner crewmembers may sleep on their boats. However, no sleeping/camping is allowed on the launch ramp, in parking areas adjacent to the launch ramp, or anywhere else except designated campsites. Crewmembers not sleeping on the boats must move to the designated campsites. Passengers who arrive the night before their launch must sleep in designated campsites.
 - (5) *Launching.* When rigging and launching boats, the Concessioner must not block access to the boat ramp or park in front of or on it any longer than necessary. The Concessioner must move its vehicle or trailer off the launch ramp immediately after unloading.
 - (6) *Pre-rigging.* The Concessioner must move boats that are rigged 12 hours or more prior to its launch date off the ramp and moor them away from the launch ramp. Pre-rigged boats must not be moored more than overnight without prior approval.
 - (7) *Morning Rigging.* Rigging between the hours of 8:00 a.m. and 10:30 a.m. is reserved for trips leaving that day only. Use of audio devices (radios, mp3 players, etc.) is prohibited on the ramp during those times, due to congestion.
 - (8) *Generator Use.* Generators may be used for inflating boats at the boat ramp. Generator use is limited only to the boat ramps because the river corridors are designated wilderness areas.

O) Environmental Protection

- (1) *Solid Waste.* The Concessioner must carry out all solid waste, which may be commonly referred to as rubbish, refuse, trash, litter, or garbage.
 - (a) The trip leader must ensure that all trip members properly dispose of solid waste.
 - (b) The Concessioner must not make deposits of solid waste anywhere within the Area except in the dumpsters at the Split Mountain boat ramp, if they are available.
 - (c) Activities such as crushing food and beverage cans must be done in a manner that will leave the beach free of liquids and food.
 - (d) Liquids must be strained through a fine mesh screen into the main current of the river and solids placed in garbage bags.
 - (e) Tarps are required under food preparation, serving and dishwash (see dishwashing section below) tables, extending far enough out to leave the beach free of food scraps.
- (2) *Soap.* The use of soap is restricted to the main stream of the Green or Yampa Rivers only. Soap must not be used in side streams or within 100 yards of the confluence of any side stream and the main river. When used on the shoreline, a catchment system must be in place to collect used water and soap.
 - (a) Solar showers may only be used directly adjacent to the water on wet sand along the Green or Yampa Rivers, with a catchment system in place to collect used water and soap.
- (3) *Dishwashing.* The dishwashing setup must have a tarp placed below it to leave the beach free of soap and food spillage. If possible, the dishwashing setup should be placed in the sand below the high-water mark.
- (4) *Gray Water.* Gray water, to include used hand and dishwashing water, must be collected and deposited in the main stream of the Green or Yampa Rivers.
- (5) *Human Waste and Portable Toilets.* All human waste must be removed. Service guidelines and procedures are subject to change as regulations for handling of solid human and other waste continue to evolve. The Concessioner is required to comply with such changes as they are promulgated.

- (a) Each boat party must carry washable/reusable toilet systems that must be used for containing and removing solid human waste from the canyons.
 - (b) The toilet system must provide for secure containment and an adequate volume of storage. Human waste must be deposited directly into the container. The toilet system must allow for the sanitary transfer of waste materials to septic vaults or sewage treatment facilities. Human waste may be disposed of at the sewer dump station at the Split Mountain boat ramp.
 - (c) A toilet must be accessible during the day.
 - (d) Upon arrival at camp, the Concessioner must set up toilet facilities in an area affording reasonable privacy. The toilet must remain set up until the party breaks camp.
 - (e) Only toilet paper may be deposited with human waste. Hygiene products, "flushable" wipes, baby wipes, disinfecting wipes, waste bags, or other similar products must not be deposited with human waste; they must be disposed of with other solid waste. Guests must be made aware of this during "toilet etiquette" discussions with groups.
 - (f) Urination must occur directly in the river or in the toilet. While in camp, "pee buckets" may be set up next to toilet system. Pee buckets must be labeled and only used for urination, not as hauling or bailing buckets. Pee buckets must be emptied directly into the river and thoroughly sprayed with disinfectant following use. Pee buckets must be stacked only with the dirty hand wash buckets or be kept separate.
 - (g) The Concessioner must encourage clients to use toilet facilities prior to off-river hikes. During off-river hikes, all party members must go "high and far" (100 feet from trails, campsites, and water sources) to urinate to avoid the buildup of urine. The Concessioner must provide a means for all party members to carry out human solid waste and toilet paper during off-river hikes.
- (6) *Fires.* Fires are permitted on beach areas only, with the following conditions in place:
- (a) All fires (wood or charcoal) must be contained in a raised fire pan that is a minimum of 12 inches in diameter with at least a 2 ½ inch lip. All fire pans and blaster stoves must be elevated at least three inches above the ground.
 - (b) Fire blankets are required for use under the fire pan for both charcoal and wood fires, including "oil pans" used under dutch ovens. Fire blankets must be approximately 60 x 72 inches, and when deployed must be approximately 20% larger than the fire pan or pans.
 - (c) Fire ash must be strained, and large floatable contents removed and carried out of the Area. Remaining contents may be deposited in the main current.
 - (d) Wood fires may be used for warmth or aesthetics but not for cooking. Driftwood may only be gathered along the Yampa River and along the Green River below Echo Park. Cutting or gathering of wood from standing or fallen trees, dead or alive, is prohibited. This includes introduced species such as tamarisk.
 - (e) Gas stoves (propane or white gas) with sufficient fuel for cooking are required on all trips.
 - (f) Concessioners must comply with seasonally instituted fire restrictions.
- (7) *Trails.* Guides must stress to their clients the need to stay on established trails. A guide or trip leader familiar with the trail must lead all group hikes. Multiple trailing must be avoided, as it creates damage at attraction sites and along backcountry trails and causes impacts on vegetation and soils.
- (8) *Campsite Impacts.* All trips must avoid creating new impacts above the sandy, post-dam riparian zone at camping areas. Desert and old pre-dam riparian plant communities are particularly susceptible to damage and erosion due to trampling. Guides must instruct clients not to blaze new hiking routes or sleeping areas in the fragile desert zones.

- (9) *Archaeological Sites.* Archaeological sites along the river and in tributary canyons can be damaged by people walking on fragile cultural deposits, by piling artifacts into collection piles, stealing artifacts, digging in ruins, rearranging wall fall or building up walls, and from other activities such as graffiti and vandalism. These activities are prohibited and punishable under federal laws. Guides must inform their clients about the federal laws prohibiting disturbance of archaeological remains on federal lands.
- (10) *Restricted Areas.* Areas along the Green and Yampa Rivers may be closed to either camping or visitation by order of the Code of Federal Regulations (36 C.F.R. 7.4) or Superintendent's Compendium (36 C.F.R. 1.5). These may change annually or seasonally. Trip leaders should verify seasonal closures, such as those required to protect endangered species, with the River Program Office.
- (11) *Best Management Practices.* Best Management Practices (BMPs) are policies and 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. BMPs will change from time to time as technology evolves with a goal to enhance the sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
 - (a) The Concessioner is encouraged to use BMPs in all other aspects of its operation.

P) Public Health and Sanitation

- (1) The Concessioner will demonstrate its commitment to visitor safety by planning for safe food and beverage storage, handling, and preparation. Food and beverage service must be in compliance with all applicable laws and regulations, including the relevant portions of the FDA's most current Food Code and NPS RM83A Public Health: Protection and Prevention, available at https://www.nps.gov/subjects/policy/upload/RM-83A_6-20-2019.pdf
- (2) At least one employee per trip must possess a manager-level food safety certificate from a recognized entity that holds training classes and issues certificates. Any employee involved in the preparation of food must possess, at minimum, a food handler's certificate.
- (3) *Drinking Water.* Potable water for all backcountry operations must either be hauled from a public water system, boiled, or filtered and disinfected. Any alternative disinfection method must be approved by the Public Health Consultant. Use of ultraviolet light as an alternative to adding disinfectant will not be approved. During the high-use season, potable water may be available at the Gates of Lodore, Echo Park, and Deerlodge boat ramps, but availability is not guaranteed.
 - (a) Public Water System. If the Concessioner obtains its water from an approved public water system, it must be stored in containers that are free from contamination and are disinfected between every use, in accordance with RM83A.
 - (b) Boiling. If the Concessioner obtains water from a source free of known chemical contamination, the water may be treated by bringing it to a rolling boil for 1 minute (or 3 minutes for elevations over 6,500 feet).
 - (c) Filtration and Disinfection. If the Concessioner obtains its water from a source free of known chemical contamination, the water may be treated by filtering and disinfecting, in accordance with RM83A.
 - Filtering will be through an "absolute" 1 micron filter or one labeled as meeting the National Sanitation Foundation (NSF) Standard #53 for "Cyst Removal". Such a filter must be labeled, or the trip leader must provide documentation that it meets the "absolute" 1 micron requirement.
- (4) *Hand Washing.* Hand wash facilities must be available and used in the kitchen and/or toilet areas. All persons who prepare food must wash their hands prior to handling food or food preparation equipment, each time after they handle raw meat, poultry or other potentially hazardous food, and as frequently as needed to prevent contamination of food and utensils. All persons must wash their hands after using, handling, or packing the toilet.

- (a) A handwashing setup that involves the repeated dipping of hands into the clean water container may not be used.
- (b) The Service highly recommends a handwashing setup that provides for use of potable water and liquid soap in a dispenser. If this setup is used, no additional chlorine bleach or use of a gel sanitizer is required.
- (c) If non-potable water is used, the hand wash bucket must contain at least 100 parts per million of chlorine bleach. Use chlorine test strips to determine the chlorine residual in the hand wash water.
- (d) Using untreated river water to wash hands, even with soap, is not a sanitary practice. All participants and guides should use treated water for hand washing. In the event hands must be washed with untreated river water, this must be followed by use of a hand sanitizer.
- (e) In all cases, dry hands on clean, individual paper towels or air-dry hands. The use of bar soap is prohibited. Drying hands with cloth towels is prohibited. Employees not involved in use of kitchen or toilet equipment may use prepackaged moist antibacterial disposable towelettes to wash their hands, but hand washing using fresh, clean water and soap is preferable.
- (f) Summary of Guidelines for Hand Washing

| Water Source | Amount of 6% Chlorine Bleach per Gallon of Water | Liquid Soap | Hand Gel, 70% Ethyl Alcohol, used per directions |
|--|--|------------------|--|
| Potable water | None needed | Always use soap. | Not required |
| River water or other non-potable water | Approximately 2 tsp of Chlorine Bleach per gallon of water, to reach 100 ppm. Use a test strip to determine. | Always use soap. | Not required |
| River water or other non-potable water | If none used, in extreme circumstances | Always use soap. | Mandatory |

(5) Food Handling

- (a) Utensils of single-use disposable gloves are required when handling ready to eat food products or foods that will not be cooked.
- (b) Food handlers must not eat while preparing food.
- (c) Guest volunteers may not prepare or handle food other than their own. Concession Contracts that are issued to educational institutions constitute an exception to this rule.
- (d) The Concessioner will not allow anyone who is ill or has open sores to prepare food. If a person has a gastrointestinal illness, she or he must not handle food or treat water for 72 hours *after* symptoms have resolved.

(6) Food Storage

- (a) The Concessioner will store potentially hazardous foods in accordance with applicable laws.
- (b) The Concessioner will store foods so they do not contaminate one another. Raw potentially hazardous foods should be stored in a separate cooler. When this is not possible (e.g. single cooler trips), raw potentially hazardous foods must be stored at the bottom of the cooler in durable leak proof containers. Double bagging is not adequate when storing raw potentially hazardous foods in the same cooler as ready to eat foods.

- (c) The Concessioner will store dry foods in sealed containers to protect them from moisture and rodents.
- (d) The Concessioner will store food separately from cleaning supplies, fuel, human waste receptacles, or solid waste receptacles.
- (7) Food Preparation
 - (a) Potentially hazardous food left over from a meal will not be held for re-service.
 - (b) Potentially hazardous food will not be prepared in advance in the backcountry and then cooled down for later service. All potentially hazardous foods cooked on site will be consumed or discarded within four hours of preparation.
- (8) Food Preparation Facilities
 - (a) Food preparation surfaces must be in good repair, without cracks or holes, and easily cleanable.
 - (b) The Concessioner will implement measures to prevent environmental contaminants from affecting food. This may mean overhead and/or side protection during inclement weather.
- (9) Unused Food at End of Trip
 - (a) Any food product that has been opened must be discarded at the end of the trip. Items that are not potentially hazardous AND that will be cooked (e.g. dry pancake batter) and seasonings are exempt from this requirement.

Q) Use of Alcohol

- (1) The Concessioner is responsible for the safety and well-being of its clients at all times. The use of alcoholic beverages by concession staff while actively engaged, or within four hours of when it can be expected they will be engaged in on-river operations is not permitted. Staff must not be under the influence of alcohol at any time while conducting on-river activities. "Under the influence" means a blood/alcohol content of 0.04 or greater.
- (2) All other staff and client use of alcoholic beverages during a river trip, including land-based activities and the operation of highway motor vehicles, must be managed by the Concessioner to at all times ensure the safety and well-being of staff and clients.
- (3) The Concessioner must not sell, serve, or furnish any alcoholic beverages to its clients.
- (4) The Concessioner may permit clients to bring their own alcohol for personal consumption.

R) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement State firearm possession laws in regard to its visitors. The Concessioner should consult the applicable State Attorney General's Office with regard to relevant State firearms laws.
- (2) Concession employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner, which must be carried by the Concession employee.

5) Reporting Requirements

A) Service Reports

- (1) *Annual Overall Rating.* The Service will provide the Concessioner an annual performance evaluation for the preceding operating season.

B) Concessioner Operational Reports

- (1) The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends in addition to those set out in

- Section 7 of the Contract. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.
- (2) *Management Listing.* The Concessioner must provide a current, accurate contact information list to the NPS will all appropriate points of contact, including the general manager, **by March 1** each year throughout the term of the Contract.
 - (3) *Guide List.* The Concessioner must provide a list of trip leaders and guides, along with their qualifications, **by March 1** each year throughout the term of the Contract.
 - (4) Incident Reports.
 - (a) The Concessioner must immediately report to the Service the following by phone/satellite phone, GPS device, etc.:
 - All incidents resulting in evacuation from the Area.
 - Personal injury requiring more than first aid.
 - The death or disappearance of any trip participant (client or employee).
 - Property damage greater than \$500.
 - Assistance provided to other Concessioners or private individual involving any of those same situations.
 - (b) The Concessioner must carry a copy of the River Trip Incident Report Form (Attachment E) at all times while operating in the Area.
 - (c) At the time of evacuation, the Concessioner must provide a completed River Trip Incident Report Form to a Park Ranger, the Split Mountain boat ramp manager, or email it to the dino_concessions@nps.gov **within 48 hours** of trip completion (the equipment pull date, when crew and equipment take off the water).
 - (d) The Service reports all incidents occurring “on the water” to the State of Utah/State of Colorado (depending on the location of the incident) for additional details.
 - (e) The Concessioner must also immediately report the following, though a River Trip Incident Report Form is not required, unless otherwise noted above:
 - Any unattended campfires or wildfires.
 - Any motor vehicle accidents.
 - Any incident that affects Area resources.
 - Any known or suspected violations of the law.
 - (5) *Human Illness Reporting.* Any suspected outbreak of a communicable human illness, whether employee or guests, must be promptly reported to the Service’s Public Health Officer through the River Program Office. Reports must be made **within 24 hours** of the conclusion of the trip, if not sooner. 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.
 - (a) Gastrointestinal Illness Reporting. Gastrointestinal illness must be reported in accordance with the River Trip Gastrointestinal Reporting Instructions (Attachment F), using the Gastrointestinal Illness Incident Report form (Attachment G).
 - (6) *Visitor Comments and Survey Response Data.* The Concessioner must forward to the Service **within 15 days** of the last day of the operating season a summary of all comments and complaints received on comment cards, letter, email, or other internet-based or electronic system.
 - (7) *Hazardous or Non-hazardous Substance Spills.* The Concessioner must report spills of hazardous or non-hazardous substances immediately to the River Program Office.

C) Concessioner Financial Reports

- (1) *Annual Financial Report ("AFR")*. As required in Section 7(b) of the Contract, the Concessioner must provide an AFR **within 120 days** of the end of its fiscal year. The Concessioner must report operational and revenue data by service type on the applicable schedules. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.
- (2) *Franchise Fee Payments*. In accordance with Contract Section 5, franchise fee payment must be received by the Service **within 15 days** after the last day of each quarter in which the Concessioner operates.
 - (a) The Concessioner must submit franchise fee payments electronically, per the Service's instructions.
 - (b) At the time franchise fees are due, the concessioner must submit a franchise fee reconciliation and remittance report via email to the River Program Office. Reports should include the total gross receipts for the quarter, franchise fee payment amount, and date submitted.
- (3) *Insurance Certificates*. **Within 30 days** of the Contract effective date and annually thereafter by **March 1**, the Concessioner must submit to the Service appropriate Certificates of Insurance for all insurance coverage related to its operations under this Contract. Exhibit D, Insurance Requirements, lists minimum requirements.

D) Summary of Initial and Recurring Due Dates

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

Summary of Key Reporting Requirements

| Notification, Report or Plan | Schedule | Due Date |
|--|----------------------|---|
| Concessioner Contact List | Annually | March 1 |
| Concessioner Rate Monitoring Plan | Initial | Within 60 days of Contract effective date |
| Rate Monitoring Information | Annually | January 15 |
| Deposit, Cancellation, and Refund Policy | Initial | March 1 |
| Customer Satisfaction Monitoring Plan | Initial | Within 30 days of Contract effective date |
| Customer Satisfaction Annual Summary | Annually | Within 15 days of the last day of the operating season |
| Guide List and Qualifications | Annually | March 1 |
| Request for Personal Care Assistant | As Occurs | At least three weeks prior to trip |
| Employee Training Program | Initial | Within 60 days of the Contract effective date |
| Risk Management Program | Initial/ Annually | Within 60 days of the Contract effective date/February 15 |
| Visitor's Acknowledgement of Risk | Initial/As Updated | Within 60 days of the Contract effective date/At least 60 days prior to use |
| Promotional Materials | As Occurs | At least 30 days prior to use |

| Notification, Report or Plan | Schedule | Due Date |
|--|----------------------|--|
| River Permit Fee Payment | Annually | Within 30 days of receipt of e-bill |
| Request to Adjust Launch Dates | As Occurs | Between October 1 and March 1 |
| Request for Low-Use Season Launch | As Occurs | Between October 1 and January 1 |
| Request for Change to Location | As Occurs | At least 60 days prior to launch date |
| Request for Change to Duration | As Occurs | At least 30 days prior to launch date |
| Request for Change to Assigned Campsites | As Occurs | At least 7 days prior to launch date |
| Notification of Trip Cancellation | As Occurs | At least 14 days prior to launch date |
| Commercial Permit Fee Voucher | Monthly | Within 15 days of conclusion of the month |
| Incident Report | As Occurs | Immediately/Within 48 hours of trip completion |
| Human Illness Report | As Occurs | Within 48 hours of trip completion |
| Visitor Comments and Survey Report Data | Annually | Within 15 days of the last day of the operating season |
| Annual Financial Report | Annually | Within 120 days of the end of fiscal year |
| Franchise Fee Payment and Report | Quarterly | Within 15 days after the last day of each quarter in which the Concessioner operates |
| Certificate of Insurance | Initial/ Annually | Within 30 days of Contract effective date/March 1 |

Attachment A: Suggested First Aid Items

Items must be neatly stored in an easily located and identifiable waterproof container. All items must be in good serviceable condition, including being within date. A First Aid kit inventory list must be taped to the inside lid of the container with a Red Cross First Aid Manual, or equivalent. The following items are highly recommended for inclusion in the First Aid kit.

Injury Stabilization

| | | |
|---|--------------------------------|---|
| Antibacterial soap (Phisoderm, tincture of zephesis, Hibiclens) | 8 to 12 ounces | Antiseptic for wounds |
| Moleskin | 1 package | For blisters |
| Betadine | 1 bottle | For cleaning wounds |
| Band-Aid's | 36 (1-inch) | For lacerations |
| Anti-bacterial ointment (Bacitracin, etc.) | 2 tubes | For lacerations and wounds |
| Butterfly Band-Aid's (or know how to make) | 18 (various sizes) | For closing lacerations |
| Carlisle (trauma dressing) or substitute (such as Kotex) | 3 (4-inch) | For large bleeding wounds |
| Elastic bandage | 2 (3-inch) | For sprains and securing rigid splints |
| Steri-pad gauze pads | 18 (4" x 4") | For large wounds |
| Steri-pad gauze pads | 18 (2" x 2") | For small wounds |
| Waterproof adhesive tape | 2 (2-inch rolls) | For sprains, securing dressings, etc. |
| Triangular bandage or Muslin pieces | 4 (40-inch) | For securing rigid splints, slinging and securing extreme-ties, and protecting dressings from contamination |
| Roller gauze | 5 rolls (2 inch by 5 yards) | For securing gauze pads, securing splints, and improvising slings |
| Rigid splint, arm board / Sam Splint | 1 | For in-line fracture, pressure bandage |
| Thermometers: 1 oral, 1 rectal (a hypothermia thermometer is recommended) | 2 | Diagnosing fever or other exposure illnesses such as heatstroke, hypothermia, etc. |
| Stethoscope | 1 | Diagnostic tool for EMTs and medical personnel |
| Blood pressure cuff | 1 | Diagnostic tool for EMTs and medical personnel |
| Signal mirror | 1 | Signaling aircraft in case of emergency |
| Scissors (EMT type) | 1 (medium size) | Cutting tape, dressings, clothes |

| | | |
|---|--------------------|--|
| Razor blade, single | 2 | For removing hair before taping |
| Tweezers | 1 | To remove wood splinters, etc. |
| Safety pins | 10 (various sizes) | Mending and triangular bandage |
| Q-Tips (cotton swabs) | 1 package | Cleaning lacerations, eyes, etc. |
| Pencil, note pad, and River Incident report | 1 each | Documenting injuries and items used in treatment |

Relief of Discomfort

| | | |
|--|----------------------|--|
| Pain reliever (aspirin or substitute) | 36 tablets (5 grain) | 1-2 every 4 hours for headaches, minor pain, and fever |
| Ibuprofen (Advil or generic) | 200 mg tablets | Muscle strains, minor pain, or menstrual cramps |
| Antacid | 18 tablets | For indigestion or heartburn |
| Antihistamine | 18 tablets | 1 every 4 hours for insect bites, colds, hives, or rashes |
| "Gookinaid" or similar electrolyte replacement drink | 1 tub minimum | Relieve or prevent muscle cramps and symptoms of heat exhaustion |
| Antifungal ointment | 1 tube | Foot fungus |
| Oil of clove | 1 small bottle | Relief of toothache |
| Calamine lotion or Cortisone cream | 1 small bottle | Relief of itching from poison ivy, life preserver rash, or allergies |
| Solarcaine | 1 small bottle | Relief of sunburn pain |
| Zinc oxide/PABA or other sun block | 1 small bottle | Prevent sunburn |
| Benadryl syrup | 1 small bottle | Minor allergic reactions |
| Mineral oil or other mild laxative | 1 small bottle | Constipation |
| Kaopectate | 1 small bottle | Diarrhea |
| Ophthalmic wash and/or eye drops | 1 small bottle | Eye wash/irritation |
| Ear drops | 1 small bottle | Clogged/Infected ears |
| Water purification tablets | 1 small bottle | Purify water on side-canyon hikes |
| Eye pad | 2 | Injured eye |
| Tincture of Benzoin | 2 small bottles | To hold tape in place and protect skin |
| Insect repellent | Large can or bottle | Flies, ants, mosquitoes |
| Glucose tablets or oral glucose tube | 1 tube | Diabetic event |

Attachment B: Commercial Permit Fee Voucher

The Service will provide concessioners with a digital copy of this Commercial Permit Fee Voucher, in a fillable pdf format. The Concessioner must indicate if report is for multi- or single-day trips. A separate form must be used for each trip type. The Concessioner may submit multiple forms if needed to account for all trips completed within the month.

**Commercial Permit Fee Voucher Report Form
Dinosaur National Monument**

Company Name: _____

For Month Of: _____

Reporting: Multi-Day Trips _____ or Single-Day Trips _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Launch Permit Number: _____ Launch/Take out Dates: _____

Total Number of Crew: _____ Total Number of Passengers: _____

Concessioner Signature: _____ Date: _____

Attachment C: Helicopter Evacuation Procedures

Helicopter evacuations are available only for true medical emergencies. If the Concessioner is unsure as to whether air evacuation is appropriate, it should contact Area Visitor and Resource Protection personnel for further guidance. The Service recommends Concessioners conduct annual training and orientation to air evacuation procedures with an air evacuation service provider.

Request Procedures

- (1) Depending on whether location of incident is in Utah or Colorado, requests for evacuation assistance should be made by contacting dispatch, Vernal, UT, at (435) 789-4222 or dispatch, Craig, CO, at (970) 824-6501.
- (2) When contacting emergency services, be sure to provide accurate and concise information. Provide information in the following order, using the emphasized phrases:
 - (a) Give your location. State that you are a river trip requesting helicopter evacuation at RIVER MILE or LAT LONG (degrees decimal minutes preferred) in the Dinosaur National Monument.
 - (b) Be prepared to report current Weather Conditions and Patient Weight
 - (c) Specify a CRITICAL or STABLE patient. This allows EMS personnel to determine priorities in the event of simultaneous requests for medical responses or bad weather.
 - (d) State whether the problem is a TRAUMA or a MEDICAL.
 - (e) State whether it is a COMMERCIAL river trip, a PRIVATE river trip, or a HIKER who is in need of assistance and describe how the pilot can identify your group from the air such as by describing the color and number of boats that are in the party or location relative to significant land feature.
 - (f) If there is time, ask the dispatcher to repeat the message so that you know they understand your situation.
- (3) Satellite communication devices are the most reliable method of obtaining assistance. However, a mirror flash is often the most reliable method of signaling your location to an incoming helicopter, so be sure you understand how to use the mirror as a signaling device.

Notification to Service

- (1) Once a helicopter evacuation has been requested, the Concessioner must contact Area Visitor and Resource Protection personnel, as listed on the Emergency Notification List provided annually by the Service.

Landing Zone Selection and Preparation

- (1) Select a level area approximately 15 feet by 15 feet for a T3 helicopter landing pad. Be sure it is clear of obstacles such as trees and large rocks for a diameter of 75 feet. Such areas are virtually non-existent in some stretches of river. Unless such travel poses serious problems for the patient, transport by boat to a safe landing zone generally provides a faster and safer evacuation.
- (2) Mark a suggested landing area with anchored or weighted orange panels.
- (3) Prepare your group and camp for the evacuation. It is extremely important that everyone be gathered together at least 100 feet away from the landing zone and in full view of the pilot. Be certain that no loose items are in the landing zone, since the rotor down-wash will lift and toss articles, possibly into the rotor or into your group. Secure loose equipment in the camp (sleeping bags, ground cloths, tables, personal life preservers, tents, etc.) in the event the pilot must pass over the area.
- (4) Wet down as much of the landing area as possible just prior to the helicopter's arrival. This helps the pilot's visibility, decreases the amount of sand blown into eyes, boats, and food, and reduces damage to the helicopter's surface and engine.

-
- (5) The pilot's awareness of wind direction is helpful for safe landings. The helicopter must fly directly into the wind when landing and taking off. Do not locate your group in the flight path.
 - (6) Never approach the helicopter unless directed to do so by the pilot or crew. Never approach from the rear of the helicopter. Keep your group together and in one location. When directed to do so, approach the helicopter in full view of the pilot. Walk in a crouched position to avoid being struck in the head by the helicopter rotor blades.

Attachment D: Orientation Talks

An orientation talk discussing on-water safety, personal flotation devices (PFDs), and rescue must be conducted prior to launching. Other orientation issues (toilet use, hiking, resource protection, etc.) may take place after launching but prior to the first night's camp. This information will be periodically verified through the operational evaluation program or spot checked by Service staff. To ensure the Concessioner covers the points emphasized by the National Park Service, an outline of the items that must be covered are provided below.

- (1) The trip will be through Dinosaur National Monument, and all natural, historical, and archeological components are not to be disturbed.
- (2) The feeding of wildlife within the Monument is not permitted.
- (3) Any disturbance of cultural resources is prohibited by law.
- (4) The Concessioner must show clients where they obtain purified drinking water (potable water) and explain to passengers that they must consume only potable water. They must explain that potable water is water that is 1) hauled from a public water system, 2) boiled, or 3) filtered and disinfected. Guides must explain to passengers that they must not drink water directly from the river. Additionally the Concessioner must emphasize the importance of drinking volumes of water while on the river to stay hydrated.
- (5) The Concessioner must inform clients that PFDs must be worn at all times while on the river and kept properly fastened and adjusted to fit. The Concessioner must give a demonstration of how to fasten and adjust the PFD
- (6) The Concessioner must give a demonstration of what to do if a passenger or guide ends up in the river.
- (7) Chemical toilets or other means of containing human waste must be provided for passengers and must be used while they are in camp. The Concessioner must explain clearly reasons for this rule. The Concessioner must make available a washable, reusable toilet during the day. The Concessioner must also inform passengers of the proper means of disposing of human waste while not in camp. Discuss the use of only toilet paper. Explain why hygiene products, flushable wipes, disinfecting wipes, waste bags, and other similar products must not be deposited with human waste. When along either the Yampa or the Green Rivers, urinate directly into the river, at least 100 feet away from its confluence with any side stream. The Concessioner must encourage passengers to urinate in the river or use toilet facilities prior to embarking on an off-river hike.
- (8) At off-river locations, i.e., in side canyons, urinate "high and far," 100 feet from trails, campsites, and water sources, to avoid the accumulation of urine. All solid human waste must be carried out. The Concessioner will provide a means for party members to carry out all human solid waste and toilet paper during off-river hikes.
- (9) The Concessioner must advise passengers to stay on trails at scenic stops, caution them about trail surfaces and footwear, and advise them that a guide is required to lead the way to these areas. The Concessioner must advise passengers about how to minimize impacts to vegetation and soils when at off-river locations.
- (10) If fires are to be used, the Concessioner must inform passengers that driftwood is allowed to be collected only along the Yampa River or along the Green River below Echo Park, and that cutting or gathering of wood from standing or fallen trees, dead or alive, is prohibited.

Attachment E: River Trip Incident Report Form

This form must be completed and given to the responding Ranger or emailed to the Dinosaur concessions inbox within 48 hours of trip completion (dino_concessions@nps.gov)

Company: _____ Trip leader: _____

Incident Date: ____ / ____ / ____ Time: _____ Location: _____

Nature of the Incident: _____

Incident Occurred: Ashore (Hiking__ In Camp__) On Water_____ Swimming_____

Involved Persons Home Address Home Phone Sex Age/DOB Pass/Crew

#1 _____

#2 _____

#3 _____

If on the water, estimated flow _____ CFS

Type of Boat: _____ Length: _____

| | Individuals Name and Position in Boat | PFD On/Off |
|----|---------------------------------------|------------|
| #1 | | |
| #2 | | |
| #3 | | |

Description (How did the incident occur?): _____

First Aid Provided: _____

| | | | |
|---------------------------------|--|-------------------|--|
| Medication Given (Dose & Time): | | Victim Allergies: | |
| | | | |

Medical Provider on Scene:

Name: _____ EMS Level/Physician ID: _____

Home City/State: _____ Telephone #: _____

Victim Evacuated from Canyon (When, Where, How, # of people):

Attachment F: Gastrointestinal Illness Reporting Instructions

The trip leader must complete a Confidential River Trip Illness Report Form (Form) (Attachment H) for each person who becomes ill with a gastrointestinal illness on a trip.

If one or two people (clients or crew) experience any gastrointestinal illness during a trip, the Form must be completed at the time of illness for each person who becomes ill. The trip leader must give the Form to the Concessioner at the end of the trip. Within 48 hours of the conclusion of the trip, the Concessioner must notify the Service that a gastrointestinal illness has occurred by contacting the River Program Office by phone at (970) 374-2468 and emailing the Form to the Dinosaur concessions inbox at dino_concessions@nps.gov.

If three or more persons (clients or crew) experience any gastrointestinal illness during a trip, the trip leader must do the following:

- (1) Complete a Form at the time of illness for each person who becomes ill.
- (2) Notify the Concessioner as soon as possible using a backcountry communication device, or other available means, giving all pertinent information on the gastrointestinal illnesses. The Concessioner must contact Dispatch by phone immediately to relay all available information.
- (3) At the end of the trip, the trip leader must submit all Forms to the Concessioner. The Concessioner must report by phone to the River Program Office that the trip has ended and must forward the Forms to the Dinosaur concessions inbox at dino_concessions@nps.gov.

If the Concessioner receives information from a client or crew member that a gastrointestinal illness occurred following a trip that they suspect was related to the trip, the Concessioner must fill out a Form. The Concessioner must inform the River Program Office of the gastrointestinal illness by phone and must forward the Form to the Dinosaur concessions inbox at dino_concessions@nps.gov

The Concessioner must maintain a separate file containing copies of all Forms. The Service will not disclose the Form unless required by law.

Attachment G: Gastrointestinal Illness Report Form
(Form is available as a fillable pdf document)

Check one:

Park: _____

Gastrointestinal Illness Incident Report

National Park Service
Public Health Program



| | | |
|--|---|--|
| Personal Information | | |
| First Name _____ | | Last Name _____ |
| Date of Birth ____/____/____ (mm/dd/yy) | Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male | |
| Parent's Name (if child<18): First Name _____ | | Last Name _____ |
| Address _____ | | City _____ |
| State/Province _____ | County _____ | Country _____ Postal Code _____ |
| Telephone _____ | | Alternate Telephone _____ |
| Check One: <input type="checkbox"/> Park Visitor <input type="checkbox"/> NPS Employee <input type="checkbox"/> Concessionaire Employee <input type="checkbox"/> Park Resident | | |
| Medical Treatment | | |
| Has the person experiencing gastrointestinal symptoms sought medical treatment? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| If Yes: Clinic name _____ Date of clinic visit ____/____/____ (mm/dd/yy) | | |
| Diagnosis _____ | | |
| Does the person attribute the illness to a non-infectious cause (e.g., chronic medical condition (irritable bowel syndrome, inflammatory bowel disease, stomach ulcers, etc.), alcohol consumption, pregnancy, medication, menstruation, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | |
| Did the person take any medications for this illness (e.g., antibiotics, anti-diarrheal medications, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Symptoms Experienced During this Illness | | |
| Nausea <input type="checkbox"/> Yes <input type="checkbox"/> No Vomiting <input type="checkbox"/> Yes <input type="checkbox"/> No Diarrhea <input type="checkbox"/> Yes <input type="checkbox"/> No Blood in stool <input type="checkbox"/> Yes <input type="checkbox"/> No Stomach cramps <input type="checkbox"/> Yes <input type="checkbox"/> No Fever <input type="checkbox"/> Yes <input type="checkbox"/> No Highest Temp _____ °F | Sweats/Chills <input type="checkbox"/> Yes <input type="checkbox"/> No Other <input type="checkbox"/> Yes <input type="checkbox"/> No If yes to "Other", describe: _____ _____ _____ | Date of illness onset: ____/____/____ (mm/dd/yy) Time of onset: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Location of onset: _____ Date of recovery: ____/____/____ (mm/dd/yy) |
| Trip Specific Information (River, Backcountry, Bus, Concessionaire-led) | | |
| Start Date: ____/____/____ (mm/dd/yy) | End Date: ____/____/____ (mm/dd/yy) | Comments: |
| Starting location: _____ | Ending location: _____ | |
| Form Completed by (person's name): First Name _____ Last Name _____ Please specify reporting agency/company: <input type="checkbox"/> NPS <input type="checkbox"/> Concessionaire (company name) _____ | | |

National Park Service
Public Health Program

Gastrointestinal Illness Incident Report

Page 2



Food History: Please complete the 3-day history table below for food and beverage (including water) consumption.

Note: Please start with the most recent day and work backward.

| Date | Name of Restaurant or Location Meal Consumed | Foods Consumed (Main dishes, salads, appetizers, desserts, beverages, water, etc.) |
|--|--|--|
| Day 1 (most recent day) Date <input type="text"/> (mm/dd/yy) | Breakfast | |
| | Lunch | |
| | Dinner | |
| | Other | |
| Day 2 Date <input type="text"/> (mm/dd/yy) | Breakfast | |
| | Lunch | |
| | Dinner | |
| | Other | |
| Day 3 Date <input type="text"/> (mm/dd/yy) | Breakfast | |
| | Lunch | |
| | Dinner | |
| | Other | |

National Park Service
Public Health Program

Gastrointestinal Illness Incident Report

Page 3



Possible Sources of Infection During Exposure Period (*Exposure period is typically within 7 days of illness onset*)

- 1. Have you had any contact with any one who had similar symptoms within 7 days prior to illness onset? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 2. Did you drink any untreated water or well water in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 3. Did you swim/bathe in an ocean, lake, river, pool, hot tub, spa or hot spring in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 4. Did you hike or backpack overnight in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 5. Did you camp in any developed campgrounds in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 6. Did you hunt, fish, bike or engage in any other outdoor recreation in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 7. Did you attend any gatherings where food, beverages or water was served in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)
- 8. Have you had contact with children in a daycare or pre-school in the 7 days before your illness? Yes No Unk
If yes, where? _____ When? _____ (mm/dd/yy)

9. Where did you purchase groceries that were eaten in the 7 days before your illness? _____

10. What was your travel itinerary during the week prior to your illness?

| | | | |
|----------|-------|----|---------------|
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |
| Location | Dates | to | Stayed where? |

11. Additional Information:

Has anyone else traveling in your group experienced similar illness? Yes No Unknown

If yes, complete below:

| First Name | Last Name | Relationship | Phone Number | Onset date (mm/dd/yy) |
|------------|-----------|--------------|--------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

12. What is your opinion as to the cause of the illness: _____

13. Other relevant information: _____

Interviewer Name: First Name _____ Last Name _____

Date of form completion: _____ (mm/dd/yy)

Date sent to Office: _____ (mm/dd/yy) Sent by: First Name _____ Last Name _____

Date sent to NPS: _____ (mm/dd/yy) Sent by: First Name _____ Last Name _____

Attachment
H: Concessioner Campground Voucher



Concessioner Camping Voucher

Dinosaur National Monument

Concessioner Name: _____

Date: _____ River Permit Number: _____

Number of Staff: _____ Number of Clients: _____

Number of Campsites: _____

Signature of Concessioner Employee: _____

Place completed voucher in camping fee envelope and place in self-pay station. Complete and place envelope's tear-off tab at campsite. Concessioner will be billed for camping fees at the conclusion of the high-use river season.



Concessioner Camping Voucher

Dinosaur National Monument

Concessioner Name: _____

Date: _____ River Permit Number: _____

Number of Staff: _____ Number of Clients: _____

Number of Campsites: _____

Signature of Concessioner Employee: _____

Place completed voucher in camping fee envelope and place in self-pay station. Complete and place envelope's tear-off tab at campsite. Concessioner will be billed for camping fees at the conclusion of the high-use river season.