

EXHIBIT A
OPERATING PLAN

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ATTACHMENT A: REFERENCED WEBSITES

ADDENDUM 1: ELEMENTS INCORPORATED FROM THE CONCESSIONER'S PROPOSAL

1) INTRODUCTION

This Operating Plan between Concessioner Name (Click or tap here to enter text.) (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service" or "NPS") describes specific operating responsibilities of the Concessioner and the Service regarding the visitor services within Everglades National Park (hereinafter referred to as the "Area") that the Concessioner is required or authorized to provide under the Contract.

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

This Operating Plan will be reviewed annually by the Superintendent of the Area in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions must be reasonable, consistent with the main body of the Contract, and in furtherance of the purposes of the Contract.

Elements of the Concessioner's proposal for the Contract are incorporated into Addendum 1 to the Operating Plan with the same effect as the terms of this Operating Plan. Attachment A (Referenced Websites) at the end of this Operating Plan includes links to documents, policies, and procedures referenced in this Operating Plan.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority to manage and the managerial experience for the operations under the Contract.
 - (b) Employs staff with the expertise and training to operate all services provided under the Contract.
 - (c) Has full authority to act as a liaison in all Concessioner administrative and operational matters within the Area.
 - (d) Has the responsibility for implementing the policies and directives of the NPS applicable to the operations.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) Service

The Superintendent of the Area has responsibility for all Area operations, including commercial services operations. The Superintendent carries out NPS policy, including policies documented in the NPS Commercial Services Guide (CS Guide) and the Contract. The Superintendent, directly or through designated representatives, such as the concession specialist(s) of the Area, reviews, directs, and coordinates, pursuant to NPS policy, the CS Guide, and applicable laws, Concessioner activities relating to the Area, including by:

- (1) Evaluating Concessioner operations.
- (2) Reviewing and approving rates charged for all commercial services within the Area.
- (3) Reviewing and approving construction and improvements to Area lands and real property improvements.
- (4) Reviewing and approving changes to services, the Concessioner's plans, programs and procedures, and other requirements as outlined in the Operating Plan.

3) GENERAL POLICIES AND PROGRAMMATIC REQUIREMENTS

A) Environmental Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain an Environmental Management Program (EMP) in accordance with NPS Environmental Management Program standards. The Concessioner must submit to the NPS a documented EMP within 60 days of the effective date of the Contract and must submit any revisions at least 30 days before implementation. The EMP must be updated in response to any environmental deficiencies found in environmental audits or other inspections. The EMP must account for all Concessioner activities with potential environmental impacts. The Concessioner must incorporate environmental best management practices throughout its operation.
 - (a) Inventory of Waste Streams. The Concessioner must submit to the Service an inventory of all waste streams generated by the Concessioner under the Contract annually by February 1. The waste stream inventory will include solid waste streams, hazardous waste streams, and items diverted for recycling, composting, or other such use. Additionally, the waste stream inventory will be in appropriate detail to distinguish for specific materials, such as plastics and food waste, and will include any documents, reports, monitoring data, manifests, and other documentation required by applicable laws regarding waste streams.
- (2) Environmental Reporting
 - (a) The Concessioner must submit to the Service at least annually, by November 1, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Service may prohibit the use of any OSHA hazardous chemical by the Concessioner in its operations under the Contract. The Concessioner must obtain the Service's approval before using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in its operations under the Contract.
 - (b) The Concessioner will submit corrective action information related to inspections or environmental audits to the Service upon request.
 - (c) The Concessioner must submit to the Service copies of all documents, reports, monitoring data, manifests, and other documentation required under applicable laws to be submitted to regulatory agencies. The Concessioner must also submit to the Service any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Service in accordance with applicable laws.
- (3) Notwithstanding any other provisions of the Contract, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

B) Risk Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain a Risk Management Program (RMP) in accordance with NPS Risk Management Program standards. The RMP must account for all Concessioner activities with potential safety impacts. The Concessioner must submit its documented initial RMP to the Service within 60 days of the effective date of Contract and must submit any revisions at least 30 days before implementation. The Concessioner must update its RMP as needed to comply with applicable laws.
- (2) Emergency Response Plans and Reporting. The Concessioner must provide sufficient plans, procedures, equipment, and training to employees to enable them to respond to emergencies effectively and in accordance with applicable laws. Required plans must be included or referenced in the RMP and may include, but are not limited to, the following, depending on operational context (e.g., level of emergency response and the quantity of hazardous materials in either above ground or underground storage tanks maintained by the Concessioner, etc.):
 - (a) Emergency Action Plan

- (b) Emergency Response Plan
 - (c) Spill Prevention Control and Countermeasure Plan
 - (d) Facility Response Plan
 - (e) List of AEDs for incorporation into Service AED plan
 - (f) Structural Fire Management Plan
- (3) Structural Fire Management. The Concessioner must include or reference plans, programs, and systems of inspection and training records, as described in the Maintenance Plan and in accordance with applicable International Fire Code and National Fire Protection Association codes and standards, in its RMP.
- (4) Hazard Communication Plan. The Concessioner must submit to the Service its Hazard Communication Plan, prepared in accordance with applicable laws, within 120 days of the effective date of the Contract. This plan must be referenced as part of the Concessioner's RMP.
- (5) Firearms
- The Concessioner is responsible for determining how it will comply with federal and state firearm possession laws within its operations. The Concessioner must provide the Service a written possession of firearms policy detailing how it will implement these laws within its operation for review and approval within 60 days of the effective date of the Contract and as updated. Concessioner employees must not carry firearms while on duty in the Area. The Superintendent, at their sole discretion, may grant exceptions to this prohibition in consideration of a written request from the Concessioner.
- (6) Exculpatory Agreements
- (a) The Concessioner may ask visitors (or their legal guardian if the client is under 18 years of age) participating in the Concessioner's services identified below as "high risk" to sign exculpatory agreements that include a visitor acknowledgment of risk (VAR), waiver of liability (WoL), and indemnification clauses.
 - (b) "High risk" services under the Contract are the following: bicycle rentals.
 - (c) The Concessioner's exculpatory agreements:
 - (i) Must comply with applicable state and federal law and Service policy;
 - (ii) Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
 - (iii) Must waive liability against the United States by including the following language:
 - a) "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. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant with Applicable Laws or Service policy. 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 Service for any purpose.

C) Resource Protection**(1) Integrated Pest Management**

The Concessioner must develop and implement an integrated pest management (IPM) program to manage invasive and nuisance species at Concession Facilities. The Concessioner must provide its documented IPM program to the Service within 60 days of the effective date of the Contract and as updated. The Concessioner's IPM program must be received by the park concession specialist and approved by the Area's IPM coordinator. The Service may conduct IPM inspections covering vector control and exclusion practices, pesticide application practices, and other aspects related to pest management.

(2) Wildlife Interaction

- (a) The feeding of wildlife within the Area is prohibited.
- (b) The Concessioner must not display food in such a manner that may imply approval or encouragement of the feeding of wildlife.
- (c) Concessioner staff must comply with NPS wildlife interaction notification protocols.
- (d) The Concessioner must ensure food, trash, and recycling containers are wildlife proof; and must receive Service approval of all containers before use.
- (e) The Concessioner must post signage within the Concession Facilities that prohibits unattended food outdoors. See Section '4)D) General Operating Standards and Requirements, Public Information,' for sign requirements.

(3) Cultural and Archeological Resources

- (a) The Concessioner must ensure protected sites and archaeological resources within the Area are not damaged or disturbed by the Concessioner, its employees, agents, or contractors, except in accordance with applicable laws and with the prior written approval of the Service.
- (b) The Concessioner must report discoveries of any archeological resources immediately to the Service.
- (c) The Concessioner must cease work or other disturbance that may impact any protected site or archeological resource until the Service grants approval, upon such terms and conditions as the Service deems necessary, to continue such work or other disturbance.

(4) Smoking Policy. All Concession Facilities are designated as non-smoking in accordance with the CS Guide 6.15.2 and Director's Order 50D.**D) Property Management****(1) Lost and Found.** The Concessioner must establish a lost and found policy. The Concessioner must submit this policy to the Service for approval within 60 days of the effective date of the Contract and as updated. This policy must address how the Concessioner will handle lost and found or unattended property. Procedures must conform to NPS guidelines found in Personal Property Management Handbook #44.**(2) Concessioner Vehicles**

- (a) All vehicles used to perform services under the Contract must be registered and licensed in accordance with all applicable laws.
- (b) The Concessioner must ensure operators of all Concessioner vehicles must have a valid state operator's license for the size and class of vehicle driven.
- (c) The Concessioner must ensure Service-approved designated areas are used to park and store its trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain unobstructed means of egress from all such areas.

- (d) Concessioner vehicles used in the Area must display the Concessioner's name and logo.
- (e) The only vehicle maintenance allowed within the Area involves topping off fluids and minor maintenance approved by the Service in area(s) the Service designates. Examples of minor maintenance include replacing windshield wipers, tires, headlights, and brake lights and seat repairs. All other vehicle maintenance must take place outside the Area.
- (3) Abandoned Property. The Concessioner must take necessary and appropriate steps to remove and dispose of abandoned property found within Concession Facilities in accordance with applicable law and Service policy in a timely manner. The Concessioner must not store non-functioning or unserviceable equipment (including vehicles) within the Area. The Concessioner must notify the Service as soon as practicable of abandoned vehicles within the Concession Facilities. The Concessioner must tow abandoned employee vehicles at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner.

E) Visitor Satisfaction

- (1) Visitor Satisfaction Surveys
 - (a) The Concessioner must establish a Service-approved visitor satisfaction survey. The Concessioner must submit its plan for this survey to the Service within 30 days of the effective date of the Contract. The survey may consist of electronic or hard-copy (e.g., comment card) surveys depending upon which survey medium best suits the location and services being monitored. The survey must monitor visitor satisfaction with service standards, perceived value, and overall visitor satisfaction.
 - (b) 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.
 - (c) The Concessioner must have an adequate supply of comment cards, or, if using an electronic system, information available on accessing the survey.
- (2) Visitor Complaints. The Concessioner must respond to all visitor complaints received through its established visitor satisfaction survey or forwarded to the Concessioner by the Service.
 - (a) The Concessioner must provide the visitor an initial response within 48 hours to, at minimum, acknowledge receipt.
 - (b) The Concessioner must investigate and begin resolving all visitor complaints regarding its services within five business days of receipt. Copies of the initial complaint, the Concessioner's response, and any supporting documentation must be provided to the Service within five business days of the complaint, and the Service will copy the Concessioner on any response it makes to the visitor.
 - (c) The Service will forward to the Concessioner any complaints received regarding the Concessioner's operations.
- (3) Upon receipt, the Concessioner must provide copies to the Service of any visitor comments that allege misconduct by a Concessioner or NPS employee, or that pertain to the safety of visitors or the safety of Area resources.

F) Purchasing

The Concessioner may make purchases from a facility operated or owned by the Concessioner or its related entities, provided that the product is comparable in quality and price to equivalent products manufactured by unrelated suppliers.

G) Protection and Emergency Services

- (1) Law Enforcement
 - (a) Concessioner

- (i) The Concessioner must comply with emergency and operational reporting requirements detailed in the "Reporting Requirements" section of this Operating Plan.
 - (ii) The Concessioner must secure the Concession Facilities and government personal property assigned to it under the Contract.
- (b) Service
 - (i) The NPS provides visitor protection services within the Area, including responding to emergencies involving public safety, civil disturbances, and violations of the law.
 - (ii) The NPS handles all violations of NPS regulations and applicable federal, state, county, and city laws and ordinances within its jurisdiction.
- (2) Emergency Medical Care
 - (a) Emergency medical services (EMS) are provided by concurrently with the NPS and other local authorities.
 - (b) Concessioner
 - (i) The Concessioner must maintain basic first aid supplies in Concessioner vehicles to include trams and at all Concession Facilities occupied by the public or used as Concessioner employee workspaces.
 - (ii) The Concessioner must maintain employee EMS certifications and training documentation if such certifications are required for the Concessioner's provision of the required and authorized services. The Concessioner must provide this documentation when requested by the Service.
 - (iii) The Concessioner must train all its employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location) to facilitate the dispatch of rangers and emergency personnel.
 - (iv) The Concessioner must ensure all tram drivers and interpreters are certified in Cardio Pulmonary Resuscitation (CPR) and the use of Automated External Defibrillators (AED).
 - (c) Service. The NPS may review or investigate all visitor and Concessioner employee incidents that require emergency response.

H) Human Resources

- (1) Personnel List and Identification
 - (a) The Concessioner must provide to the Service a contact list of key management personnel within 30 days of the effective date of the Contract and as updated.
 - (b) The Concessioner must immediately notify the Service of any changes and provide the Service an updated contact list.
 - (c) All Concessioner staff should be identifiable as employees of the Concessioner, including back-of-house and maintenance personnel, if applicable.
- (2) Employee Hiring Procedures and Policies. The Concessioner will submit to the Service within 60 days of the effective date of the Contract and as updated, a copy of its hiring policies, which address, at minimum, the below requirements:
 - (a) Drug-free Awareness and Testing. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position (i.e., a person who is in a position where a lapse in attention could lead to serious injury, death, or property damage) to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of employee drug testing available to the Service upon request.
 - (b) Background Checks. The Concessioner must ensure background checks are performed on all employees as appropriate for the position. These may include wants/warrants checks, local

criminal history checks, federal criminal records checks, national multi-jurisdictional database and sexual offender searches, social security number traces, and driving history checks. 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 Area Chief Ranger's Office. The Concessioner must require prospective employees to allow a release of their background check information to the Service, and make them aware of this possible release of information in advance of hire.

- (c) NPS Employees. Department of Interior (DOI) ethics regulation 5 C.F.R. § 3501.105(b) requires that Service employees obtain written approval from an ethics counselor before engaging in outside employment with a prohibited source. This approval is documented on DOI form DI-7010. The Concessioner must not employ in any status an NPS employee who has not obtained written approval through the DI-7010 process. Because NPS employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest, it may not be feasible for NPS employees with management and oversight responsibilities of concession operations (including concession specialists, superintendents, and NPS management staff) to receive ethics clearance to continue to work on matters related to the Concessioner when their spouse or minor children work for the Concessioner. The Concessioner should retain a copy of any approved DI-7010 forms in their files.

(3) Training

The Concessioner must develop and provide appropriate training to employees as required by all applicable laws and Service policies and standards (e.g., CS Guide, service standards, etc.). The Concessioner must maintain records of all employee training and must provide those records to the Service upon request. In addition, the Concessioner must provide the following training:

- (a) Safety. The Concessioner must train its employees at least annually regarding safety procedures in accordance with the Risk Management Plan.
- (b) Orientation. The Concessioner must provide new employees orientation training to inform them of Area regulations and requirements that affect their employment and activities while working in the Area. The Concessioner will provide refresher training to all employees as necessary or required by Applicable Laws. Orientation training will include, at a minimum, the mission and policies of the Service, an orientation to the Area, initial response fire suppression, public health and sanitation, risk management, and Park regulations. The Service may monitor this training and may periodically assist the Concessioner on request.
- (c) Customer Service. The Concessioner must provide customer service training for employees who have direct visitor contact.
- (d) Environmental. The Concessioner must provide general resource protection and environmental awareness training to all employees per the Environmental Management Plan's requirements.

(4) Employee Handbook

The Concessioner must develop an employee handbook and provide each of its employees with a copy. The handbook will contain the policies and regulations of the Service and the Concessioner that pertain to the Concessioner's employees and contain information that ensures the Concessioner's employees understand the requirements of this Operating Plan. The handbook will convey the requirement that employees adhere to all applicable laws while in the Area. The Concessioner's employee handbook must include anti-harassment policies and reporting guidelines, Area natural and cultural resource protection, and environmental management policies and procedures. The Concessioner must provide a copy of its employee

handbook to the Service for review within 60 days of the effective date of the Contract and at least 30 days before publication and distribution of any updates to employees.

(5) Organized Labor Activity

The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 26 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 assessing 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.

(6) Volunteers-in-Parks (VIP) Program

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

I) Structure Fire

- (1) Structural Fire Protection. The NPS and the Concessioner will provide joint fire response with primary responsibility lying with the NPS. It is the responsibility of the Concessioner to follow all Service-adopted fire prevention codes to provide a safe environment for its employees and visitors to ensure all structures are protected against the risk of fire. Specific requirements for structural fire protection responsibilities are identified in Director's Order (DO) 58 and Reference Manual (RM) 58.

(a) Service

- (i) The Service may conduct fire safety inspections at its discretion, including audits of the Concessioner's fire management plan. The Service may contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the Service inspector.
- (ii) The Service reserves the right to conduct periodic prescribed burns according to the NPS's fire management plan around concession operations.

(b) Concessioner

- (i) The Concessioner is responsible for fire prevention and protection within the Concession Facilities and must prepare a fire management plan addressing how the Concessioner will comply with all code and policy requirements of the Contract per DO-58 and RM-58. The plan must identify who will be responsible for each element of the plan. The Concessioner must document and submit to the Service the results of its annual fire and life safety inspection and annual inspection and testing of fire protection systems, including but not limited to automatic fire alarm and suppression systems per RM-58.
- (ii) The Concessioner's operations must comply with the International Fire Code (IFC) and National Fire Protection Association (NFPA) codes or standards it references as well as all other codes, standards, and policies adopted by DO and RM-58.
- (iii) The Concessioner must designate a Structural Fire Coordinator per RM-58 to ensure the Concessioner's compliance with its fire program responsibilities.
- (iv) The Concessioner's fire prevention, structural fire, wildland fire, and life safety plans and procedures must be prepared per applicable laws, integrated within the Concessioner's Risk Management Program, and made available to the Service upon request.
- (v) All plans and documents for new construction or building alterations must be prepared following RM-58 and approved by the designated Fire Code Official (FCO).

- (vi) The Concessioner must conduct applicable fire prevention awareness training, including portable fire extinguisher training, for its staff as required by RM-58, as it may be amended, supplemented, or superseded throughout the term of the Contract.
- (vii) Concessioner employees engaged in Area structural fire suppression programs must meet the training and certification requirements specified in DO and RM-58.
- (viii) Inspections. The Concessioner must conduct the following inspections related to fire and life safety for Concession Facilities:
 - a) A comprehensive life safety and fire protection risk assessment of the property in compliance with all applicable laws (including IFC, NFPA and RM-58) by a licensed fire protection engineer within 60 days of the effective date of the Contract and every five (5) years thereafter. A report of inspection must be submitted to the Service within 30 days of the inspection.
 - b) The Concessioner must ensure all required inspection, testing, and maintenance (ITM) of fire protection equipment and systems are performed by qualified personnel and accurately tracked in the system of record for all Concession Facilities. The Service has adopted the IFC, and the Service directly adopted NFPA standards for fire suppression operations, firefighter training, and certifications with exceptions and modifications as noted in RM-58. All ITM requirements listed below are based on the IFC and where referenced current editions of the NFPA standards – where the standards have changed, current standards must be complied with in lieu of the schedule set forth below:
 - Portable fire extinguishers (NFPA 10 requirements as indicated in IFC Table 901.6.1): The Concessioner must inspect all portable fire extinguishers within 30 days following the effective date of the Contract and monthly thereafter. Reports must include information on monthly inspections, annual inspections, internal maintenance, and hydrostatic testing. Reports of these inspections must be provided to the Service upon request.
- (ix) The Concessioner is responsible for limiting fire hazards by maintaining good housekeeping practices. The Concessioner must maintain records that note deficiencies along with the corrective actions taken. The Concessioner's annual compliance inspection must include the basic fire and life safety requirements outlined in RM 58 and all relevant portions of the IFC (including Section 1008 – emergency lighting and exit signs and Section 906– fire extinguishers). Written records must be maintained verifying the completion of such inspections throughout the term of the Contract and provided to the Service upon request.

J) Utilities

- (1) Concessioner
 - (a) The Concessioner must contract with independent suppliers to provide telephone and trash removal service. The Concessioner must pay for these services on or before the payment due date.
- (2) Service
 - (a) The Service provides electricity at Shark Valley Visitor Center.
 - (b) The Concessioner will be billed for these services annually. The Concessioner must report monthly meter readings to the NPS. The NPS will bill annually by December 15 for the prior 12 months. The Concessioner must remit payment within 30 days of receipt of billing.
- (3) The Service reviews operating costs for utility systems and services annually and will notify the Concessioner in writing 90 days before new rates become effective, in accordance with Director's Order #35B: Cost Recovery for National Park Service Provided Utilities (DO 35B).

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) Minimum Operating Season and Hours. The Concessioner must provide the required services under the Contract in accordance with the minimum operating season hours outlined as follows:

Service	Winter Operating Season (mid-December – April)	Summer Operating Season (May – mid-December)
Tours		
Interpretive Tram Tours	9:00 am – 4:00 pm (every hour)	9:30 am, 11:00 am, 2:00 pm, and 4:00 pm
Rentals		
Bicycle Rentals	8:30 am – 4:00 pm	8:30 am – 4:00 pm
Retail		
Gift Shop	8:30 am – 5:00 pm	8:30 am – 5:00 pm
Vending		
Vending Machines	8:30 am – 5:00 pm	8:30 am – 5:00 pm
Transportation		
Bicycle and Hiker Pickup	8:30 am – 5:00 pm	8:30 am – 5:00 pm
Paddlecraft Shuttle	8:30 am – 5:00 pm	8:30 am – 5:00 pm

- (2) Allowable Operating Seasons and Hours for Authorized Services. The Concessioner may provide the authorized services under the Contract in accordance with the allowable operating season and hours outlined below, but must provide the Service with a notice of intent to provide the services, to include an outline of its plan to provide services subject to Superintendent review, at least 90 days before operations may begin. This notice is necessary to ensure the Service has sufficient time to make operational preparations.

Service	Winter Operating Season (mid-December – April)	Summer Operating Season (May – mid-December)
Rentals		
After hours Bicycle Rentals	TBD	TBD

- (3) Proposed Schedule of Operations. The Concessioner must provide its proposed schedule of operating season(s) and hours of operation by service and location for Service review and approval, annually by October 1. If the Concessioner seeks to reduce minimum operating season dates and hours of operation, the Concessioner must submit a formal request in writing to the Service and may not implement such changes until receiving the Superintendent's written approval.
- (4) Holidays. The Concessioner must operate during all following holidays.
- Closures. The NPS may require an occasional closure, delayed opening, or early closing due to weather, natural disasters, utility work or projects to repair infrastructure, and similar occurrences. The NPS will provide reasonable notice to the Concessioner of any scheduled work. Emergency work may occur without notice.
- (5) Pre- and Post-Season Meetings. The Concessioner must attend a pre-season meeting with the Service to review this Operating Plan and to discuss planned operations for the season, and a post-season meeting with the Service to review the completed season's operation.

B) Rate Determination and Approval Process

- (1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of the Contract. The Service ensures the Concessioner's rates and charges to the

public are commensurate with the level of services and facilities provided under the Contract, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness of rates is determined based upon applicable laws and current concession rate approval policies and guidelines documented in the NPS Concession Management Rate Administration Guide ("Rate Administration Guide") as it is amended, supplemented, or superseded.

- (2) Rate Approval Methods. The Concessioner must set rates or submit all rate requests in accordance with the Rate Administration Guide and with the following rate approval methods by service type:

Facility and Location	Service Classification	Rate Approval Method
Tours		
Interpretive Tram Tours	Guided Land Tours	Competitive Market Declaration
Rentals		
Bicycle Rentals	Recreational Equipment Rentals	Competitive Market Declaration
Retail		
Gift Shop	Retail	Competitive Market Declaration
Vending		
Vending Machines	Retail	Competitive Market Declaration
Transportation		
Bicycle and Hiker Pickup	Guided Land Tours	Competitive Market Declaration
Paddlecraft Shuttle	Guided Land Tours	Competitive Market Declaration

(3) Changes to Rate Approval Methods

- (a) Changes initiated by the Service. Changes in market conditions may result in the Service modifying the rate approval method for any service types offered under the Contract. If the Service changes the rate approval method to comparability or core, the Concessioner will be notified by the Service of such a change at least 60 days in advance to allow for preparation of a rate request. The Service will provide sufficient notice of a change to rate approval methods for all other methods. The Service reserves the right to set interim reasonable and appropriate rates during the transition period to a different rate approval method.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval methods but must submit a request to change the rate approval method for a service at least 60 days prior to the next rate request due date for that service, if applicable. A Concessioner request to change rate approval methods must include the following information:
 - (i) An analysis of market forces criteria, including:
 - a) A list of competitors who provide reasonable substitutes of the Concessioner's service.
 - b) A review of the similarity of competitor services.
 - c) Identification of travel time/distance to competitors/the competitive market.
 - d) Availability of Concessioner and competitor rate/price information to visitors planning trips or shopping service options.
 - e) The criticality of the nature of the service to visitors.
 - (ii) For requests to use Competitive Market Declaration (CMD): A description of the Concessioner's planned rate setting strategy including its understanding of market position and variance with competitor rates.

- (iii) For requests to use CMD: The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
 - (iv) For requests to use CMD: The Concessioner's proposed financial offsets as described in the Rate Administration Guide Addendum Version 1.0 March 2024.
- (4) Interim Implementation. Once the Service deems a request to change rate approval methods or a rate request complete, the Concessioner may notify visitors making reservations 90 or more days in advance of the anticipated rates subject to review. If the Concessioner's anticipated rates are not approved, the Concessioner must refund the difference to the visitors except as described below under "Rate Implementation when Service Approval is Delayed."
- (5) Rate Approval Method and Rate Request Approval Timeframes
 - (a) Within 20 days of receipt of the request to change rate approval methods or a rate request (as applicable), the Service will provide the Concessioner with a written determination that the request is complete or, if not, a description of the information required for the request to be determined complete.
 - (b) For requests that do not require a full comparability study, the Service will inform the Concessioner of the approval or the reason for any disapproval or adjustment within 10 days of determining that the request was complete.
 - (c) If the request requires a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 30 days of the Service determining that the request was complete.
 - (d) If the Service requires a longer response period due to extraordinary circumstances, the Service will inform the Concessioner and provide an expected response date.
 - (e) Rate Implementation when Service Approval is Delayed. If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates or rate approval methods after the Concessioner implements the requested rates or rate approval method, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (6) Management of Rates under the CMD Rate Approval 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 CMD rate approval method.
 - (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core services without prior notification to or written approval from the Service.
 - (b) Concessioner Rate Monitoring Plan. Within 60 days of the effective date of the Contract, and as updated, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - (i) Monitoring by service type
 - (ii) Competitors by service type
 - (iii) How it will track competitor pricing
 - (iv) What its strategy is for pricing against competitors
 - (v) How it will monitor utilization

- (vi) How it will monitor visitor satisfaction
- (c) Service Rate Monitoring. The Service will monitor the Concessioner's rates to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by visitor service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in this Operating Plan and available data on the Concessioner's competitors.
- (7) Posted/Published Rates and Compliance. The Concessioner must prominently post or publish all rates for the visitor services it provides. Published rates must not exceed any respective maximum rates approved by the Service, if applicable. Posting and publishing of rates may include, but is not limited to, the Concessioner's website and telephone reservation systems, and third-party booking agents' websites and reservation systems. Third-party companies (travel agencies, online booking engines, etc.) that are selling services for the Concessioner must sell those services at or below any Service-approved maximum rate, if applicable. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.
- (8) Reduced Rates for Government Employees. The Concessioner must provide reduced rates to federal government employees conducting official government business when the federal government is obligated to pay for the service or reimburse the federal government employee. The Concessioner may not provide reduced rates for services to federal government employees who are not on official business, or to their families, unless such rates are equally available to the general public.
- (9) Discounted Items. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item.
- (10) Deposit and Cancellation Policies. The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after industry standards or those of businesses in the local market that serve as comparables or competitors to the Concessioner. The Concessioner may implement policies that are more favorable to the visitor than those of comparables or competitors, but not less. The Concessioner's rate schedule and advertising material must state in detail the conditions under which deposits will be refunded or cancellation fees charged. Reservations may not be accepted more than one year in advance of the requested date. The Concessioner must submit its reservation procedures, including deposit and cancellation policies, in writing to the Service for approval within 90 days of the effective date of the Contract and annually by October 1, if updated. Refund due dates must be within industry standards, if not immediate.

C) Evaluations

- (1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its facilities and services for compliance with all applicable laws, the CS Guide, the Contract, including its exhibits, and other operational performance requirements and industry best practices, as well as its own plans and procedures. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies.
- (2) Service Concessioner Review Program. The Service will evaluate the Concessioner's Concession Facilities (if applicable) and services to assess and rate Concessioner performance in accordance with the Service's Concessioner Review Program as described in the CS Guide. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize and schedule corrections to and correct deficiencies. Copies of service standards, program standards, and all evaluation forms are available on the NPS Commercial Services' Concessions website under Concessioner Tools. The Concessioner will receive an Annual Overall Rating (AOR) report (Form 10-AOR) based on Service evaluations for the preceding calendar year. Program area

scores will be rolled up into the Annual Overall Rating and rated as unsatisfactory, marginal, satisfactory, or superior based on the number of deficiencies in meeting service-specific and program standards, including special attention items as identified on the evaluation forms. Special attention item deficiencies will cap the program area score. One marginal program area score will cap the AOR at satisfactory. Two marginal program area scores or one unsatisfactory program area score will cap the AOR at marginal. Three marginal or two unsatisfactory program area scores will cap the AOR at unsatisfactory. AOR evaluation program areas are as follows:

- (a) Administrative Compliance (Form 10-ADM). An annual review of the Concessioner's compliance with administrative contractual requirements, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and proof of insurance requirements.
 - (b) Operational Performance/Periodic Evaluations. Periodic evaluations of the Concessioner's operations to ensure conformance to applicable service standards and other operational requirements. Periodic evaluations may be announced or unannounced. The Concessioner may be contacted at the time of unannounced evaluations so that a representative of the Concessioner may accompany the evaluator. The operational performance rating (Form 10-OPR) collates periodic evaluation scores from all services under the Contract and weights them as determined by the Service.
 - (c) Public Health Program (Form 10-PHP). The public health rating collates public health inspections scores from applicable services.
 - (d) Risk Management Program (Form 10-RMP). This evaluation considers the Concessioner's performance in implementing health, safety, and fire management programs and operating in accordance with the Concessioner's documented RMP. The Concessioner will receive an RMP rating based upon this evaluation.
 - (e) Environmental Management Program (Form 10-EMP). This evaluation considers the Concessioner's performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's EMP. The Concessioner's performance in addressing environmental audit findings is a component of this evaluation. The Concessioner will receive an EMP rating based upon this evaluation.
 - (f) Asset Management Program (Form 10-AMP). This evaluation considers the Concessioner's performance of requirements to maintain facilities in accordance with the Contract, including the Maintenance Plan. The Concessioner will receive an AMP rating based upon this evaluation.
- (3) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction monitoring system and survey results, complaints, and comments on the Concessioner's services.
- (4) Other Service Audits, Inspections, and Evaluations. The Service may request the assistance of third-party subject matter experts to conduct other audits, inspections, and evaluations of the Concessioner's operations. The findings of such experts may be incorporated in Service evaluations. The Concessioner must provide full access to its management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize, schedule corrections to, and correct deficiencies. The Service reserves the right to enter or authorize third-party subject matter experts working on its behalf to enter the Concessioner's assigned facilities at any reasonable time for any evaluation or when otherwise deemed necessary by the Service.
- (a) The Concessioner's operations may be subject to inspection by staff from the Service Office of Public Health or other authority having jurisdiction. Services and facilities subject to public health inspection include, but are not limited to, food safety inspections. The Public Health Office conducts these inspections in accordance with the Service's Public Health Program

standards and procedures based upon the U.S. Food Code and other applicable public health standards.

- (b) The Service may conduct environmental audits to evaluate the Concessioner's operations and any assigned facilities with respect to environmental compliance and environmental best management practices in accordance with the current NPS Concession Environmental Audit Program guidance. The Concessioner's performance in addressing open environmental audit deficiencies is considered in the EMP evaluation in the AOR.
- (c) The NPS may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to the purposes and values of the Area. The Concessioner's performance in addressing interpretive program requirements is considered in periodic evaluations.
- (d) The NPS may conduct fire safety inspections. Concessioner managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the NPS evaluator. The Concessioner's performance in addressing fire safety requirements is considered in the annual RMP evaluation in the AOR.
- (e) The NPS may conduct integrated pest management inspections of the Concessioner's operations and any assigned facilities for control and exclusion practices, pesticide application practices, and other aspects of pest management. The Concessioner's performance in addressing pest management requirements is considered in periodic evaluations and the EMP evaluation in the AOR.

D) Public Information

- (1) The Concessioner must prominently post the following at all points-of-sale:

This service is operated by (Concessioner 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. Rates for visitor services are subject to approval by the National Park Service.

Please address comments to:

*EVER_Superintendent@nps.gov
Superintendent
Everglades National Park
40001 State Road 9336
Homestead, FL 33034*

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges based on race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both. Complaints of violations of this prohibition should be addressed to the Director, National Park Service, 1849 C Street NW, Washington, DC 20240.

- (2) The following language must be included in all promotional materials, websites, and social media profile pages the Concessioner manages:

(Concessioner Name) is an authorized concessioner of the National Park Service. (Concessioner Name) is authorized to provide (list services) in (Area name).

- (3) The Concessioner must refer all media inquiries concerning the Area, operations within the Area, or any incidents within the Area to the Service. This includes all media interviews.
- (4) The Concessioner must post and distribute key public health and safety messages provided by the Service as requested.

- (5) The Concessioner must obtain approval from the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes any promotional materials posted online. The Concessioner must provide such materials to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes within 15 days. Longer periods may be required for major projects or where NPS staff assistance is required to help develop the product. The NPS will require the Concessioner to remove unapproved promotional material from circulation.
- (6) The Concessioner's website(s) must link to the Area website.
- (7) Social Media.
 - (a) The Concessioner must monitor its social media pages and remove offensive, irrelevant, and inaccurate postings.
 - (b) Concessioner social media strategies must align with park management objectives and must not include posts depicting activities that are illegal, inappropriate, or unauthorized within the Area. Social media strategies must be available for park review and approval upon request; individual social media posts do not need the prior approval of the Service.
 - (c) Within 60 days of the effective date of the Contract and as updated, the Concessioner must provide the Service with a list of all social media platforms and social media accounts, or 'handles,' associated with its operation and specify if those sites are managed directly by the Concessioner.
- (8) Authorized Concessioner Mark (the Mark). The NPS has an approved Mark it authorizes Concessioners to use to advertise the official relationship between the NPS and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.
- (9) Signs. The Concessioner must use professionally made signs and securely install them in a way that does not allow tape or staples to show. The Concessioner must obtain Service approval for all exterior signs prior to installation. Temporary signs must be professional in appearance. Additional signage standards are included in the service standards.

5) OPERATING STANDARDS AND REQUIREMENTS SPECIFIC TO SERVICE TYPE

The Service sets specific standards for commercial visitor services and evaluates the Concessioner's compliance with these standards. The applicable visitor service standards and periodic evaluation forms are available on the NPS Commercial Services website. The Concessioner must provide all services in a consistent, environmentally sensitive, and safe manner. Service standards provided by current NPS policy are considered minimum requirements. The Concessioner must monitor and evaluate its operations to ensure they meet these standards. Additional requirements specific to service type are outlined in this section. Deviations from the service standards identified in this Operating Plan supersede requirements in the service standards posted on the website.

A) Interpretive Tram Tours: Shark Valley

- (1) Standard. The Service will evaluate Interpretive Tram Tours at Shark Valley using the **Guided Land Tours** service standard.
- (2) Bio-Diesel Trams. At the Commencement of the contract, the Concessioner must operate five bio-diesel trams. The trams must meet the following minimum specifications:
 - (a) Tram power car and one trailer with forward facing seating for 64 passengers plus a rear-facing interpreter's seat at the front of the power car
 - (b) Biodiesel engine (Cummins QSB series-engine or equivalent)
 - (c) Two wheelchair positions with flip-up seats, self-storing, and slide out aluminum ramp

- (d) PA/CD/MP3 player and speaker package throughout the entire tram with microphone hook ups with microphones for both the driver and interpreter
 - (e) D-Ring tow hook assembly
 - (f) Roof level exhaust with extra muffler and heat shield
 - (g) Hydraulic disc brakes on all wheels
 - (h) Four-wheel steering on both trailers
 - (i) Computer controlled hydraulic powered radiator fan
 - (j) Auxiliary cooling system for the automatic transmission
 - (k) No wider than 7' 4"
- (3) EV Trams. Within 18 months of the effective date of the Contract, the Concessioner must operate electric (EV) trams. The trams must meet the following minimum specifications:
- (a) Tram power car and one trailer with forward facing seating for 64 passengers plus a rear-facing interpreter's seat at the front of the power car
 - (b) Battery-powered electric propulsion
 - (c) Two wheelchair positions with flip-up seats, self-storing, and slide out aluminum ramp
 - (d) PA/CD/MP3 player and speaker package throughout the entire tram with microphone hook ups with microphones for both the driver and interpreter
 - (e) D-Ring tow hook assembly
 - (f) Hydraulic disc brakes on all wheels
 - (g) Four-wheel steering on both trailers
 - (h) No wider than 7' 4"
- (4) Approval of EV Tram Units. Prior to purchase of tram units, the Concessioner must coordinate with NPS for NPS approval of EV tram units.
- (5) Interpretation. The purpose and goal of the tram tours is to provide visitors with an educational opportunity to learn about the natural and human history, ecological and environmental issues, and mission of Everglades National Park. The Concessioner must develop an interpretive program that adheres to Service interpretive standards, Everglades National Park interpretive themes, and Service goals and mission. This program must be submitted to the Park for approval within 30 days of the effective date of the Contract and be approved by the Park before implementation. The following must be considered in developing and implementing the interpretive program:
- (a) The Concessioner is responsible for all interpretation aboard the trams. Park staff may provide interpretation at certain times, but the Concessioner should not plan for this.
 - (b) The Service will work with the Concessioner to develop and coordinate its interpretive program.
 - (c) Oral interpretation must include historic, present-day, and future perspectives of the Park and its natural history, human history, and critical environmental issues.
 - (d) The Concessioner must advise all tram passengers and other patrons regarding Service regulations prohibiting the harassment and feeding of wildlife (36 CFR 2.2(a) (2)).
 - (e) Shark Valley District Interpreter will serve as the direct line of communication to the Concessioner relating to interpretative issues.
- (6) Passenger Safety Instructions. The Concessioner must provide patrons with safety instructions prior to boarding the tram to include, but not limited to, boarding, debarking, and hydration.

- (7) The Concessioner must stock all trams with bottled water for sale to tram passengers.
- (8) Accessibility. All trams must be accessible for people in wheelchairs and must have wheelchair tie downs. The Concessioner must have a minimum of two assisted listening devices available on each tram and must notify patrons that the assisted listening devices are available on request.
- (9) Tram Chartering. The trams used in this operation may, subject to the prior approval of the Service, be chartered for purposes other than those provided for in the Contract if such charters do not interfere with the Concessioner's ability to provide tram tours to Area visitors.
- (a) Environmental Education Program. The Service may charter the trams for its Environmental Education Program. The Service will provide the driver and the speaker on the trams. The Concessioner must provide driver training to Service employees that includes driving and tram handling that includes a road and written test. The Service will notify the Concessioner of tram charters in writing and provide a monthly schedule. The Service will notify the Concessioner of any cancellations or changes to the schedule as soon as possible in advance of the scheduled tram.
- (b) Special Scheduled Events. The Service may charter trams from the Concessioner for use during special events, specially scheduled groups, and VIP visits. The Service will provide the driver and the speaker on the trams. The Service will give the Concessioner advanced notice of the scheduled tram use.
- (10) Reservation Confirmations. The Concessioner must confirm all reservations with a confirmation number.
- (11) Trash and Recycling. The Concessioner must manage trash to not attract wildlife or vermin. The Concessioner must provide a trash and recycling receptacle on the tram and ensure no waste is left at the Shark Valley Tower or along the route.
- (12) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-GLA Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-4	Ticket Office – Exterior (Building Structure, Landscaping/Grounds, Outdoor Furniture, Parking)	Exclusion	Concessioner is not responsible for these elements.
5	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring they are clean and free of tripping and slipping hazards.
6	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
8	Utilities	Exclusion	Concessioner is not responsible for utility service areas, utility lines, or electrical panels.
10	Flags	Exclusion	Concessioner is not responsible for this element.
12	Smoking	Exclusion	Concessioner is not responsible for designating or maintaining exterior smoking areas.
16	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.

18	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
19	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
20	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.
21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
23-24	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
28	Maintenance Area/Building (Building Structure)	Exclusion	Concessioner is not responsible for these elements.
30	Site Utilities and Equipment	Exclusion	Concessioner is not responsible for maintaining the service and delivery areas.
31-32	Garage Bay Doors and Lifts	Exclusion	There are none.
36	Shop Lighting	Exclusion	Concessioner is not responsible for maintaining light fixtures but do replace light bulbs.
40	Smoke Detectors	Exclusion	Concessioner is not responsible for maintaining smoke detectors.
52	Ventilation/Climate Control	Exclusion	There are no interior areas in the trams.
53	Emergency Exits	Exclusion	Not applicable to trams.
57	Safety Belts	Exclusion	Not applicable to trams.
68-70	Camping – Overnight Trips	Exclusion	Not applicable
71-72	Food and Beverage – Day Trips	Exclusion	Not applicable
76	Sanitation	Exclusion	Not applicable

B) Bicycle Rentals: Shark Valley Visitor Center

- (1) Standard. The Service will evaluate Bicycle Rentals at Shark Valley Visitor Center using the **Recreational Equipment Rentals** service standard.
- (2) General. The Concessioner must provide all bicycles to the public in a clean and undamaged condition. All bicycles must have chain guards and bicycle tires must be properly inflated and not have excessive wear. All bicycles must be inspected before rental.
- (3) Number and types of bicycles available. The Concessioner must provide a minimum of 65 and a maximum of 150 bicycles. A minimum of eight of these bicycles must be children's bicycles. A minimum of 15 of the total bicycle fleet must be eBikes. The Service must approve the types and sizes of bicycles prior to being put in service at Shark Valley by the Concessioner.

- (4) Any e-bikes rented by the Concessioner at Shark Valley must conform to current NPS and EVER regulations.
- (1) The Shark Valley Tram Road is not open to motorized vehicles with the exception of administrative use.
 - (2) All rental e-bikes must be Class 1 e-bikes with pedal assist capability only and a motor less than 1 Horsepower (750 watts).
 - (3) Reference: 36 CFR § 4.30 – Bicycles and e-bikes
 - Class 1: Electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases assistance when the bicycle reaches the speed of 20 miles per hour.
 - Class 2: Electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and ceases assistance when the bicycle reaches the speed of 20 miles per hour.
 - Class 3: Electrical bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases assistance when the bicycle reaches the speed of 28 miles per hour.
 - (5) Helmets. The Concessioner must make bicycle helmets must available for all bicycle rentals. Bicycle helmets are required with all bicycle rentals for visitors ages 16 and under. Bicycle helmets must be cleaned after each use.
 - (6) Age minimum. Bicycles may not be rented to visitors under the age of seven years old. All visitors renting a bicycle must be able to sit on the seat with their feet reaching the pedals.
 - (7) Deposits. The Concessioner may require a deposit on bicycles and must provide a complete refund upon the return of the equipment if no unusual damage has occurred.
 - (8) Safety and awareness briefing. The Concessioner must ensure that everyone who rents a bicycle receives a safety briefing. This briefing must include, at a minimum, the requirement that all bicycle riders pull over and stop when a tram or other vehicle is approaching; riding double, except for bicycles with a child carrier, is prohibited; feeding or harassing wildlife is illegal and prohibited; potential weather issues, the need to carry water due to the lack of water at the tower; the bicycle/hiker pick-up service; and preferred direction of travel (counterclockwise from Visitor Center). A safety brochure for international riders must be provided with pictures and text in, at a minimum, Spanish, German, and French.
 - (9) Identification. Rental bikes must be identified with pickup service call information.
 - (10) Advanced reservations. The Concessioner is not required to take advance reservations for bike rentals.
 - (11) Bicycle Storage. The Concessioner is required to purchase and install two-tier bicycle storage racks in the bicycle storage area in order to facilitate storage of all bicycles in this area.
 - (12) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-REN Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-3	Building Structure	Exclusion	Concessioner is not responsible for these elements.

4	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring they are clean and free of tripping and slipping hazards.
5	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
7	Utilities	Exclusion	Concessioner is not responsible for utility service areas, utility lines, or electrical panels.
9	Fences and Walls	Exclusion	There are none.
10	Flags	Exclusion	Concessioner is not responsible for this element.
12	Smoking	Exclusion	Concessioner is not responsible for designating or maintaining exterior smoking areas.
14	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.
16	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
17	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
28	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.
19	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
21-22	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
30-36	Camping Set Up Services	Exclusion	Not applicable

C) Retail: Shark Valley Visitor Center

- (1) Standard. The Service will evaluate retail services using the Retail service standard.
- (2) Concessioner's Merchandise Plan. The Concessioner must develop and implement a merchandise plan that addresses retail themes, product types, prices, labeling, and display procedures. The Concessioner's merchandise plan must explain how retail merchandise will reflect the purpose and significance of the Area's resources, wildlife, plant life, archeology, local Native American culture, and history. The Concessioner must submit its merchandise plan to the Service for review and approval within 120 days of the Contract's effective date and submit proposed revisions to it for Service review and approval as necessary. The Concessioner may not sell any merchandise that violates applicable laws or NPS policies. All retail items are subject to review by the Service.
- (3) General Requirements
 - (a) Items to Be Sold. The Concessioner must offer souvenirs, Native American and local handicrafts as available, curios, sportswear, candy, chips, soft drinks, and visitor convenience

items, including sundries (e.g. sunscreen) and basic bicycle safety and maintenance items (e.g. helmets, water bottles and flat repair kits).

- (b) Environmentally Preferable Products. The Concessioner must make available environmentally preferred products where economically and technically feasible and appropriate. These products may include reused or recycled content, less toxic materials, materials that are locally sourced, or organically grown from certified sources. These products must be displayed and tagged, or labeled to distinguish them from other products to promote awareness and sales.
- (c) Made in USA and Handcrafted Products. Items handcrafted and made or finished in the USA must be prominently displayed and clearly tagged or labeled as made or finished in the USA. Locally crafted and sourced items are preferred.
- (d) Labeling and Certification. The Concessioner must mark all merchandise with a selling price, point of origin, and other identification as available.
- (e) Informational Tags. Wherever appropriate, informational tags attached to the items must show their relationship to Area interpretive themes.
- (f) Handicraft Labeling. The Concessioner must label handicraft items as such.
- (g) Natural Product Labeling. The Concessioner must label merchandise made from natural products to disclose that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
- (h) Native American Handicraft Labeling. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Native American handicrafts. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review upon the request of the Service, certification of authenticity of all Native American handicrafts for which the Concessioner claims an exception to the franchise fee. The Concessioner must submit procedures to meet this requirement upon request of the Service.
- (i) Items not to be Sold or Displayed. The Service may review and approve all merchandise sold in the Area. The Service may exercise its discretion to determine that certain items may be inappropriate and unacceptable for sale. The Concessioner may not sell or display the following:
 - Archeological specimens or objects of Native American origin over 100 years old, regardless of origin.
 - Plant materials and other natural materials if obtained from units of the National Park System.
 - Animal skins, taxidermy specimens, etc., containing parts from threatened or endangered species; such items must not be incorporated into merchandise or used in displays.
 - Gifts and souvenirs which are commonly found outside the Area that do not relate to identified Everglades National Park themes.
 - Toy guns.
 - Items that may, by their nature, encourage violation of Service and Area regulations, i.e., collecting kits, peanuts, birdseed, wildflower, or plant seeds, etc.
 - Junior Ranger Badges.
 - Articles considered obscene, offensive, or profane and items that reflect a lack of concern for the environment or culture.
- (j) Facility and Merchandise Appearance

- Signs. All signs advertising special promotions may appear only within the retail area or facility.
 - Floor areas. Floor areas must be clean and free of clutter. The Concessioner must carry out a routine cleaning program at a minimum of once per day, either before daily opening or at the end of the day, with special attention to all floors.
 - Shelves and glass areas. The Concessioner must maintain merchandise shelves and other glass areas (e.g., store windows) in good condition, free of dust and fingerprints.
 - Product placement safety. The Concessioner must ensure that products that might present safety or security concerns for children are stored or displayed in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays must not be top-heavy. The Concessioner must pay special attention to the appropriateness of merchandise near checkout areas.
 - Storage. The Concessioner must keep storage areas neat and clean and, to the extent possible, out of visitors' view.
- (4) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-RET Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-3	Facility – Exterior (Building Structure, Landscaping/Grounds, and Parking)	Exclusion	Concessioner is not responsible for these elements.
4	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring they are clean and free of tripping and slipping hazards.
5	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
7	Flags	Exclusion	Concessioner is not responsible for this element.
8	Site Utilities and Equipment	Exclusion	Concessioner is not responsible for this element.
9	Loading Docks/Delivery Area	Exclusion	Concessioner is not responsible for this element.
14	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.
17	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
18	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
19	Ice/Vending	Exclusion	There are no ice machines,
20	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.

21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
22-24	Fitting Rooms, Merchandise Carts and Shopping Baskets, Produce Section Amenities	Exclusion	Not applicable
28	Employee Areas	Exclusion	There are employee areas but no employee specific restrooms.
29	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
31-32	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
37-38	Food Preparation Area and Hand-Washing Stations	Exclusion	Not applicable
42	Self-Service Counters	Exclusion	Not applicable
50	ATM Machines	Exclusion	Not applicable
59	Alcohol	Exclusion	Not applicable

D) Vending Service: Shark Valley Visitor Center

- (1) Standard. The Service will evaluate Vending services at Shark Valley Visitor Center using the Retail service standard.
- (2) General Requirements.
 - (a) The Concessioner must provide one bottled water and sports drink machine, and one soft drink machine outside of the Concession Building located within the parking area. The Concessioner must keep machines clean, properly stocked, and in good working condition.
 - (b) All vending machines must be capable of accepting standard coins to include one-dollar coins.
 - (c) Signage on machines must relate to Area interpretive themes or be generic in nature, and be adequately illuminated, but not contribute to night light pollution. If a vending machine is out of service, the Concessioner must post appropriate computer-generated signs. The machine(s) must be fixed within 72 hours.
 - (d) The Concessioner must provide recycling and trash containers at vending locations as approved by the Service.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-RET Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-3	Facility – Exterior (Building Structure, Landscaping/Grounds, and Parking)	Exclusion	Concessioner is not responsible for these elements.
4	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring

			they are clean and free of tripping and slipping hazards.
5	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
7	Flags	Exclusion	Concessioner is not responsible for this element.
8	Site Utilities and Equipment	Exclusion	Concessioner is not responsible for this element.
9	Loading Docks/Delivery Area	Exclusion	Concessioner is not responsible for this element.
14	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.
17	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
18	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
19	Ice/Vending	Exclusion	There are no ice machines,
20	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.
21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
22-24	Fitting Rooms, Merchandise Carts and Shopping Baskets, Produce Section Amenities	Exclusion	Not applicable
28	Employee Areas	Exclusion	There are employee areas but no employee specific restrooms.
29	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
31-32	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
37-38	Food Preparation Area and Hand-Washing Stations	Exclusion	Not applicable
42	Self-Service Counters	Exclusion	Not applicable
50	ATM Machines	Exclusion	Not applicable
59	Alcohol	Exclusion	Not applicable

E) Bicycle and Hiker Pickup Service: Shark Valley

- (1) Standard. The Service will evaluate Bicycle and Hiker Pickup services at Shark Valley using the Guided Land Tour service standard.

- (2) General Requirements. The Concessioner must, upon request and for an approved charge, pick up bicyclists and their bicycles and hikers on the 15-mile tram trail/loop who wish to ride back to the visitor center. Visitors must be provided with a number to call for this service. If tram drivers are contacted by visitors who request this service, the driver must contact the main concession office to arrange for a pick-up.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-GLA Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-4	Ticket Office – Exterior (Building Structure, Landscaping/Grounds, Outdoor Furniture, Parking)	Exclusion	Concessioner is not responsible for these elements.
5	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring they are clean and free of tripping and slipping hazards.
6	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
8	Utilities	Exclusion	Concessioner is not responsible for utility service areas, utility lines, or electrical panels.
10	Flags	Exclusion	Concessioner is not responsible for this element.
12	Smoking	Exclusion	Concessioner is not responsible for designating or maintaining exterior smoking areas.
16	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.
18	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
19	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
20	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.
21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
23-24	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
26-27	Pre-Boarding Areas and Boarding Signs	Exclusion	Not applicable

28	Maintenance Area/Building (Building Structure)	Exclusion	Concessioner is not responsible for these elements.
30	Site Utilities and Equipment	Exclusion	Concessioner is not responsible for maintaining the service and delivery areas.
31-32	Garage Bay Doors and Lifts	Exclusion	There are none.
36	Shop Lighting	Exclusion	Concessioner is not responsible for maintaining light fixtures but do replace light bulbs.
40	Smoke Detectors	Exclusion	Concessioner is not responsible for maintaining smoke detectors.
51	Public Address System	Exclusion	Not applicable
52	Ventilation/Climate Control	Exclusion	There are no interior areas in the trams.
53	Emergency Exits	Exclusion	Not applicable
57	Safety Belts	Exclusion	Not applicable to trams
59	Availability	Exclusion	Not applicable
61	Confirmation	Exclusion	Not applicable
63-64	Cancellations and Trip Cancellation	Exclusion	Not applicable
66	Visitor Safety Orientation	Exclusion	Not applicable
68-70	Camping – Overnight Trips	Exclusion	Not applicable
71-72	Food and Beverage – Day Trips	Exclusion	Not applicable
73	Noise	Exclusion	Not applicable
75-76	Garbage and Trash/Recycling and Sanitation	Exclusion	Not applicable
83-85	Interpretation	Exclusion	Not applicable

F) Paddlecraft Shuttle Service: Shark Valley

- (1) Standard. The Service will evaluate Paddlecraft Shuttle services at Shark Valley using the Guided Land Tour service standard. Paddlecraft includes non-motorized watercraft such as canoes and kayaks.
- (2) General Requirements. The Concessioner will, by reservation and on an ad-hoc basis, and for an approved charge, shuttle paddlecraft and their riders to the boat ramp at the Shark Valley Observation Tower and back to the Shark Valley Visitor Center. Visitors will be provided with a number to call for this service.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-GLA Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-4	Ticket Office – Exterior (Building Structure, Landscaping/Grounds, Outdoor Furniture, Parking)	Exclusion	Concessioner is not responsible for these elements.

5	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Concessioner is not responsible for maintaining these elements but is responsible for ensuring they are clean and free of tripping and slipping hazards.
6	Lighting/Illumination	Exclusion	Concessioner is not responsible for this element.
8	Utilities	Exclusion	Concessioner is not responsible for utility service areas, utility lines, or electrical panels.
10	Flags	Exclusion	Concessioner is not responsible for this element.
12	Smoking	Exclusion	Concessioner is not responsible for designating or maintaining exterior smoking areas.
16	Public Restrooms	Exclusion	Concessioner is responsible for cleaning the restrooms at the Shark Valley Tower but not at the Visitor Center.
18	Illumination	Exclusion	Concessioner is not responsible for repairing the light fixtures but does replace light bulbs.
19	Ventilation/Climate Control	Exclusion	Concessioner is not responsible for maintaining the HVAC system.
20	Drinking Fountains	Exclusion	Concessioner is not responsible for maintaining the water fountains or water bottle filling stations.
21	Emergency Lighting/Exit Lights/Emergency Exits	Exclusion	Concessioner is not responsible for maintaining this element.
23-24	Smoke Detectors, Fire Alarms, and Pull Boxes	Exclusion	Concessioner is not responsible for maintaining these elements.
26-27	Pre-Boarding Areas and Boarding Signs	Exclusion	Not applicable
28	Maintenance Area/Building (Building Structure)	Exclusion	Concessioner is not responsible for these elements.
30	Site Utilities and Equipment	Exclusion	Concessioner is not responsible for maintaining the service and delivery areas.
31-32	Garage Bay Doors and Lifts	Exclusion	There are none.
36	Shop Lighting	Exclusion	Concessioner is not responsible for maintaining light fixtures but do replace light bulbs.
40	Smoke Detectors	Exclusion	Concessioner is not responsible for maintaining smoke detectors.
51	Public Address System	Exclusion	Not applicable
52	Ventilation/Climate Control	Exclusion	There are no interior areas in the trams.

53	Emergency Exits	Exclusion	Not applicable
57	Safety Belts	Exclusion	Not applicable to trams
59	Availability	Exclusion	Not applicable
61	Confirmation	Exclusion	Not applicable
63-64	Cancellations and Trip Cancellation	Exclusion	Not applicable
66	Visitor Safety Orientation	Exclusion	Not applicable
68-70	Camping – Overnight Trips	Exclusion	Not applicable
71-72	Food and Beverage – Day Trips	Exclusion	Not applicable
73	Noise	Exclusion	Not applicable
75-76	Garbage and Trash/Recycling and Sanitation	Exclusion	Not applicable
83-85	Interpretation	Exclusion	Not applicable

G) Tipping

The Concessioner must be in compliance with the NPS Guidance for Tips from the Commercial Services Guide (2018) Section 6.12.6.3: Tipping. The location, size, and style of gratuity containers and associated signage should be professional in appearance, unobtrusive, and consistent with the site's décor.

The acceptance of tips from customers are subject to approval by the superintendent. The park will periodically review these gratuity acceptance practices to ensure the concessioner's continuing compliance. Accounting practices for distribution of tips among employees must be in accordance with federal, state, and local laws and regulations.

Specific details regarding tipping are as follows:

- (1) The Concessioner may post a small sign (e.g., three inches by six inches) that is designed and approved by the Service stating, "Earned Gratuities Gratefully Accepted". Sign placement is allowed aboard the trams and in the Concessioner's sale area.
- (2) QR codes are permitted and may be posted near these aforementioned signs. Methods of electronic payment are permitted (e.g., Venmo or PayPal). The Service must approve the method of e-payment, the sign's text, and the location of the QR code(s).
- (3) A secure tip "box" may be present in the Concessioner's sales area. The tip "box" must be monitored, secured, and free from theft.
- (4) Other than the above, Concessioner employees are prohibited from soliciting tips.

6) REPORTING REQUIREMENTS

A) Emergency and Incident Reporting

- (1) The Concessioner must report emergencies by dialing 911. The Concessioner must immediately report the incidents listed below to Area Dispatch at (305) 242-7740.
 - (a) Employee or visitor injuries, incidents, or property damage that necessitates a medical, fire, or law enforcement response.
 - (b) Fatalities.
 - (c) Any incident that adversely affects Area resources.
 - (d) Any known or suspected violations of the law, including illegal drug use by Concessioner employees.

- (e) Any fires that cause damage or require emergency response.
 - (f) Accidents or incidents that could result in a tort claim to the United States or the Concessioner.
 - (g) Any motor vehicle accidents regardless of the amount or extent of damage.
 - (h) Property damage estimated to be over \$300.
- (2) The Concessioner must report **the incidents above and the following** to the Area designated concession specialist within 24 hours or as soon as practicable. The Concessioner should not assume Area Dispatch will inform the Area concession specialist:
- (a) Any safety-related reportable accident or public health incident.
 - (b) Any notice of violation from local, state, or federal entities.
- (3) Human Illness Reporting. The Concessioner must immediately report information on all outbreaks of human-communicable illnesses, whether among employees or guests, to Area Dispatch. A suspected outbreak of human illness is two or more persons with common symptoms. This information, along with other information received, may be investigated by the NPS Office of Public Health to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports may be made by telephone. The Concessioner must notify the designated concession specialist in writing within 24 hours or as soon as practicable.
- (4) The Concessioner must report interactions with wildlife to Area Dispatch.
- (5) The Concessioner must immediately report any threatened or actual discharge or release of hazardous substances to Area Dispatch.

B) Operational Reporting

- (1) Certificates of Insurance. The Concessioner must provide certificates of insurance to the Service at the time insurance is first purchased and annually, no later than 30 days after the insurance(s) renewal date(s).
- (2) Visitor Satisfaction. The Concessioner must provide the Service with a monthly electronic summary report of visitor satisfaction survey responses, including comments and complaints and electronic and hard copy results, in a format to be defined by the Service. The Concessioner must provide individual comments upon request. See '3) General Policies and Programmatic Requirements, E) Visitor Satisfaction,' for requirements on reporting complaints.
- (3) Operational Performance Report. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of the following month and an annual summary report by April 1. The Concessioner must present structured data electronically in a concise spreadsheet capable of viewing and editing in Microsoft Excel. The report must include operational and visitor use statistics for each activity as noted below.
- (a) Tram Tours
 - (i) Gross revenue
 - (ii) Number of tours
 - (iii) Number of passengers by rate category
 - (b) Bicycle Rentals
 - (i) Gross revenue
 - (ii) Number of bicycle rentals by type and associated revenue
 - (iii) Number of after hours bicycle rentals by type and associate revenue (if Concessioner provides this service)
 - (c) Retail

- (i) Gross revenue
- (ii) Number of retail transactions
- (iii) Revenue by merchandise category (e.g. Authentic Native Handicrafts, gifts and souvenirs, general merchandise, convenience, apparel, Made in USA items)
- (iv) Average retail check
- (v) Revenue from Internet merchandise sales
- (d) Vending
 - (i) Gross revenue
 - (ii) Number of transactions
- (e) Bicycle and Hiker Pickup
 - (i) Gross revenue
 - (ii) Number of pickups by type (bicycle or hiker)
- (f) Paddlecraft Shuttle
 - (i) Gross revenue
 - (ii) Number of pickups by type (canoe or kayak)

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR), the Concessioner must provide the following financial reports to the Service.

- (1) Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via FedWire as directed by the Service.
- (2) Monthly Remittance Report. The Concessioner must electronically submit a Monthly Remittance Report to the Service no later than the 15th day of each month for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday) for the months during which the Concessioner operates. The report format is prescribed by the Service. The report must include:
 - (a) Gross revenue;
 - (b) Gross receipts (as defined in the Contract);
 - (c) Exclusions from gross receipts, including revenue from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts;
 - (d) Franchise fees paid, along with evidence of payment (e.g., Pay.Gov receipt);
- (3) Annual Reports
 - (a) Annual Budget. If requested by the Service, the Concessioner must provide a budget, including detailed utilization and revenue and expense projections, no later than 30 days prior to the start of the Concessioner's fiscal year.
 - (b) Financial Forecast. If requested by the Service, the Concessioner must provide a mid-season financial forecast for each business activity compared to its annual budget, no later than 195 days following the start of the Concessioner's fiscal year.

7) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following table summarizes preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner. In the event of any conflict between this summary table and the terms of the Operating Plan above, the terms of the Operating Plan control.

Title	Frequency	Due Date
Standard Due Dates		
Annual Budget	Upon request	Upon request
Certificate of Insurance	Initial and annually	At the time insurance is first purchased and annually no more than 30 days after the insurance renewal date
Employee Handbook	Initial and as updated	Within 60 days of the Contract effective date and at least 30 days prior to publication or distribution of changes
External Regulatory Agency Notice of Violation, Inspection, or Other Communication	As needed	As soon as possible, but not later than ten days after receipt
Hazard Communication Plan	Initial and as updated	Within 120 days of the effective date of the Contract and as updated
Hiring Procedures and Policies	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Key Personnel List	Initial and as updated	Within 30 days of the effective date of the Contract and as updated
List of Social Media Platforms	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Lost and Found Policy	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Monthly Remittance Report	Monthly	By the 15th day of each month for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday)
Operational Performance Report	Monthly and annually	Monthly by 15th day of the following month and annually by April 1
Possession of Firearms Policy	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Promotional Materials	Before use	At least 30 days prior to publication or distribution
Reservation Procedures with Deposit and Cancellation Policies	Initial and as updated	Within 90 days of the effective date of the Contract and at least 30 days before implementation of any revisions
Risk Management Program	Initial and as updated	Within 60 days of the effective date of the Contract and at least 30 days before implementation of any revisions.
Schedule of Operations	Annually	Annually by October 1
Visitor Satisfaction Summary Report	Monthly	By the 15th day after the last month of the reporting period
Visitor Satisfaction Survey	Initial	Within 30 days of the effective date of the Contract
Due Dates Specific to Contract		
Environmental Reporting: Hazardous Chemical Inventory, Corrective Actions	Annually	Annually by November 1
Integrated Pest Management Plan	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Inventory of Waste Streams	Annually	Annually by February 1

Title	Frequency	Due Date
Environmental Management Program	Initial and as updated	Within 60 days of the effective date of the Contract, and at least 30 days before implementation of any revisions.
Merchandise Plan	Initial and as updated	Within 120 days of the effective date of the Contract and as revised
Rate Monitoring Plan	Initial and as updated	Within 60 days of the effective date of the Contract and as updated

ATTACHMENT A: REFERENCED WEBSITES

Referenced Website	Website URL
36 CFR 51 Concessions Contracts	https://www.ecfr.gov/current/title-36/chapter-I/part-51?toc=1
Chapter 10 of NPS Management Policies	https://www.nps.gov/subjects/policy/mp-10-commercial-services.htm
Commercial Services Guide (CS Guide)	https://www.nps.gov/subjects/concessions/law-regulation-policy.htm
Directors Order 35B	https://www.nps.gov/subjects/policy/upload/DO_35B_12-31-2011.pdf
Directors Order 50B	https://www.nps.gov/subjects/policy/upload/DO_50B_9-3-2008.pdf
Director's Order 50D	https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf
Emergency Preparedness and Response	https://www.osha.gov/SLTC/emergencypreparedness/
Hazard Communication	https://www.osha.gov/dsg/hazcom/
NPS Commercial Services Website	https://www.nps.gov/subjects/concessions/index.htm
NPS Commercial Services Website, Authorized Concessioner Mark	https://www.nps.gov/subjects/concessions/acm.htm
NPS Commercial Services Website, Concessioner Tools	https://www.nps.gov/subjects/concessions/cti.htm
NPS Commercial Services Website, Service Standards	https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm
NPS Environmental Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/environmental-management.htm
NPS Risk Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/risk-management.htm
NPS Volunteers Program	https://www.nps.gov/getinvolved/volunteer.htm
Personal Property Management Handbook #44	https://www.nps.gov/subjects/policy/upload/RM-44_508.pdf
Rate Administration Guide and Addendum	https://www.nps.gov/subjects/concessions/rate-administration.htm
Structural Fire Management Reference Manual 58	https://www.nps.gov/subjects/fire/rm-58.htm
US Food Code	https://www.fda.gov/food/retail-food-protection/fda-food-code
NPS Office of Public Health website	https://www.nps.gov/orgs/1735/index.htm

ADDENDUM 1: ELEMENTS INCORPORATED FROM THE CONCESSIONER'S PROPOSAL

1) ELEMENTS BY TOPIC AREA

A) Add topic here