

EXHIBIT B**OPERATING PLAN****Table of Contents**

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1) INTRODUCTION

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

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

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

Notwithstanding any other provisions of this Operating Plan, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner is prohibited from using paper straws in its operations under the Contract.

2) MANAGAMENT RESPONSIBILITIES

A) Concessioner

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

- (1) Designate an on-site General Manager who:
 - (a) Has the authority and the managerial experience for operating the services required and, if applicable, authorized under the Contract.
 - (b) Must employ a staff with the expertise and training to operate all services required and, if applicable, authorized under the Contract.
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area, and
 - (d) Has the responsibility for implementing the terms of this Contract and policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.
- (3) Contact information: The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact on or before the effective date of the Contract and must update the list as changes occur.

B) Service

The Superintendent is the Area manager with responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concession activities relating to the Area. This includes:

- (1) Evaluation of concession services and facilities.
- (2) Review and approval of rates charged for all commercial services.
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

The Concessioner will provide the required service for Area visitors on a year-round basis, seven (7) days per week. The Concessioner is authorized, but not required to operate on Christmas Day. The Concessioner may not transport more than 80 recreational passengers to Garden Key per day. All trips must occur between dawn and dusk. The Concessioner must offer half-day and full-day excursions, and at least 75% of offered excursions must be half-day excursions. The Concessioner must develop a schedule of operations for Superintendent approval before implementation.

(1) Normal Operations

- (a) The Concessioner must submit proposed hours of the concession operation consistent with required schedule above to the Service within **15 days following the effective date of the Contract** and by **October** for each subsequent year thereafter, which must include the takeoff and landing times.
 - (b) The Concessioner must follow the minimum hours of operation and no changes in the schedule of operations will be permitted unless the Concessioner requests changes in writing to the Superintendent and Superintendent provides prior written approval of the proposed changes.
 - (c) The Concessioner must prominently post the hours of operation.
 - (d) The Service may require occasional Area closures, delayed openings, or early closings for reasons including, but not limited to weather, natural disasters, projects to repair infrastructure, and similar occurrences, and such closures shall not constitute a breach of the Contract. Other than in emergency circumstances, the Superintendent will provide the Concessioner with the dates of any such occasional closures at least 30 days in advance.
 - (e) In the event of a weather emergency, afterhours emergency, or other circumstances that require a sudden, unscheduled closure of the concession operation, the Concessioner must notify the Area manager or designee as soon as possible and coordinate closure activities within the Area. Inside the Area, concessions staff can contact the on-duty ranger by marine radio channel 16 or in person. Outside the Area, the Concessioner must call 911 for any emergencies.
- (2) *Annual Meetings.* The Concessioner must meet with the Superintendent and designee(s) annually, within 60 days after December 31, to review the previous year's operation, review the Operating Plan, and discuss planned operations for the upcoming season which begins on March 1 of each year. During these meetings, the Service will present any planned Area projects which may potentially affect concession operations during the upcoming season.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services provided, and are reasonable, justified, and comparable with similar services provided by the private sector. The Service will judge reasonableness of rates based upon the current National Park Service Commercial Services Program [Concession Management Rate Administration Guide \(2017\)](#) and [Addendum \(2024\)](#).
- (a) Competitive Market Declaration (CMD). Unless otherwise noted, rates for all services are set using the CMD rate method.

- (2) *Management of Rates Under the CMD Method.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
 - (b) Concessioner Rate Monitoring Plan. **Within 60 days** after the Contract effective date, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification.
 - (c) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (ticket sales) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (3) *Published Rates and Compliance.* The Concessioner must prominently post rates for services at all service payment areas, in marketing materials, and on the Concessioner's website.
- (4) *Reduced Rates for Federal Employees, Volunteers, Partners, or Contractors on Official Business (One-way).* The Service refers to one-way flights for federal employees, volunteers, partners, or contractors on official business with the National Park Service as deadhead flights. **Within 60 days** after the Contract effective date, the Concessioner must submit for approval its proposed rate for deadhead flights. The Service prohibits the Concessioner from providing goods and services to government employees or their families without charge or at a discount, except within the provisions described above or as available to the general public. Federal employees, volunteers, partners, or contractors on official business with the National Park Service are not included in the daily 80 passenger maximum.
- (5) *Tipping*
- (a) 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 seaplane and in the Concessioner's sale area.

- (b) 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).
- (c) A secure tip "box" may be present in the Concessioner's sales area. The tip "box" must be monitored, secured, and free from theft.
- (d) Other than the above, the Concessioner's employees are *prohibited from* soliciting tips.

(6) Changes to Rate Methods

- (a) Changes initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Service will notify the Concessioner of such a change at least 60 days prior to implementation of new rates, or, if a rate request is required under the new rate approval method, at least 60 days prior to the due date for the Concessioner's first rate request under the new rate approval method.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method at least 60 days prior to the date of intended implementation. A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).

C) Purchasing

- (1) *Competitive Purchasing*. The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided such products are comparable in quality and price to similar products offered for sale on the open market.
- (2) *Discounts*. The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner will pass these savings through to the consumer.
- (3) *Environmental Preferable Products and Services*. The Services defines environmentally preferable products and services as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacturer, product toxicity, product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability.
 - (a) General. When feasible and appropriate, the Concessioner will purchase and use the following environmentally preferable products:
 - Biobased lubricants as an alternative to petroleum-based lubricants.
 - Refined motor oil.
 - Biodiesel fuel.

- Propylene glycol antifreeze as an alternative to ethylene glycol antifreeze.
 - Reusable and recyclable products.
 - Bulk products and products with less packaging.
 - Products with recycled and/or organic content (e.g., paper products and retail clothing).
- (b) Prohibited Materials. The use of polystyrene plastics (e.g., Styrofoam®), and halogenated solvents are prohibited.

D) Evaluations

(1) General

- (a) The Concessioner must provide the services and facilities required by this Contract in conformance with evaluation standards established by the National Park Service Concessioner Review Program (specifically the [10-GAI Guided Air Standards](#)), the National Park Service [Commercial Services Guide](#), and within acceptable air tour industry practices. The Service may and the Concessioner must inspect and monitor embarkation site facilities, aircraft, and services.
- (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
- (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Service Concessioner Review Program*. The Service may evaluate the Concessioner's services and facilities (embarkation site) to assess and rate Concessioner performance in accordance with the National Park Service Concessioner Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities must be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service has the right at any reasonable time to enter and visit the embarkation site and come aboard the aircraft(s) for the purpose of performing inspections.
- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concessioner services (specifically considering the standards specified in [10-GAI Guided Air Standards](#)) to ensure conformance with applicable operational standards.
- (3) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Report, Risk Management Program Report, Environmental Management Program Report, and Public Health Program Report.

- (a) Administrative Compliance Report. The Administrative Compliance report and rating will consider such items as, but not limited to, the timely and accurate submission of annual financial reports; proof of general liability, aircraft, and workers compensation insurance; and timely payment of franchise fees.
- (b) Operational Performance Report. The Operational Performance report and rating will consider the individual Periodic Operational Evaluations and weights them as appropriate.
- (c) Risk Management Program Report. The Service may annually conduct an evaluation of the Concessioner's Risk Management Program (RMP). This evaluation considers compliance with the Service risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. Risk management will also be a component of Periodic Operational Evaluations. The Concessioner must perform periodic interior and exterior safety inspection of all aircraft and embarkation facilities in accordance with its documented Risk Management Program.
- (d) Environmental Management Program Report. The Service may annually conduct an evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation considers compliance with the Service environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. A review of the Concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.
- (e) Public Health Program Report and Inspections. A representative of the Service's Public Health Program may conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner. Any inspection performed by any other entity with jurisdiction (e.g., County Health Service) will be provided to the Superintendent within five (5) days of completion.

(4) Other Audits or Inspections

- (a) Fire Inspections. The Concessioner will have a qualified professional perform interior and exterior fire inspections, which includes fire extinguishers, smoke and carbon monoxide detectors, of all concession facilities within 30 days of contract execution and annually, thereafter. The Concessioner must maintain written records, verifying the completion of such inspections and make these records available to the Service both annually and upon request. The Concessioner will conduct routine evacuation and fire drills of its facilities and aircraft as required by Applicable Laws and the Risk Management Plan.
- (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental best management practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
- (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

E) General Policies

- (1) *Entrance Fee Collection.* The Concessioner may enter into an entrance fee collection agreement with the Service, which will set up all terms for, and govern, fee collection.
- (2) *Reservations.* The Concessioner will utilize a computerized reservation system that must accommodate requests for all services for which reservations are offered. Reservation systems may be proprietary or use the Service's reservation service provider, the National Recreation Reservation Service (<http://www.recreation.gov>). Any proprietary website must clearly identify the Concessioner as a Service authorized concessioner.
 - (a) The Concessioner may accept individual and group tour reservations no more than one (1) year in advance of the requested dates.
 - (b) The Concessioner will submit for Service approval its policy on future bookings for the upcoming year. The policy will include how future reservations and accommodating walk-in demand will be balanced, package rates (if offered), and treatment of group commissions. This policy will be submitted in conjunction with any rate change approval requests.
 - (c) The Concessioner may not over-book a tour.
 - (d) At a minimum, the Concessioner must accept reservations via telephone, mail, and e-mail, and in person.
 - (e) All reservations are paid in full at the time of booking. The Concessioner will accept cash, check, or major credit card for such purpose as all reservations are paid in full at the time of booking.
- (3) *Cancellations and Refunds* will be processed within (2) weeks of cancellation. If a cancellation is made more than 48 hours prior to flight time, the ticket purchase price will be refunded in full, less an administrative fee to be approved by the Service. The Concessioner will submit its administrative fee schedule with the Concessioner Rate Monitoring Plan. If the cancellation is made less than 48 hours prior to flight time, the ticket purchase price may be forfeited in full.
- (4) *Lost and found.* The Concessioner must establish effective procedures for handling lost and found items. These procedures must be in writing, approved by the Superintendent, and must conform to [Directors Order 44](#), [Personal Property Management Handbook #44](#), and [41 C.F.R. §102-41](#).
- (5) *Interaction with Wildlife.* The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife within the Area by displaying or providing food in such a manner that may imply approval of the feeding of wildlife. The Concessioner will completely control and contain all food supplies and waste materials and containers within the Area to avoid attracting wildlife.
- (6) *Customer Satisfaction and Monitoring*
 - (a) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system **within 30 days of the effective date of the Contract**. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing and overall Area experience. The Concessioner must have an adequate supply of comment cards within its facilities,

or information on accessing the electronic survey must be available at appropriate locations.

- (b) The Concessioner must investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- (c) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, or that pertain to the safety of visitors or employees or the safety of Area resources.
- (d) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due with the monthly Concessioner Operational Report by the **15th of the month** following receipt, and the annual report is **due on January 15**. The Concessioner must provide individual comments upon request.
- (e) The Service will forward to the Concessioner any comments or complaints received regarding the Concessioner's facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (f) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service's program when it is available.

(7) Firearms

- (a) Visitor Firearms. The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws. The Concessioner must provide the Service with 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 this Contract and as updated.
- (b) Employee Firearms. Concessioner employees may not possess, use, or discharge firearms while on duty in the Area. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's General Manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in Federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances.

F) Human Resource Management

(1) Employee Hiring Procedures

- (a) Staffing Requirements. The Concessioner must adequately staff the operation to ensure satisfactory visitor services, including reservations, and must increase the number of staff, as necessary, to meet the Concessioner's staffing needs during seasonal peak periods.
- (b) Drug-free Awareness and Testing Program. 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, such as a pilot, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.

- (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Service, upon request, the type and status of background investigations conducted on employees. Prospective employees must be made aware in advance of hire that this information must be made available to the Service.
- (d) Employee Identification and Appearance. At a minimum, the Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. The Concessioner must collect the identification cards upon termination of employment or at the end of the season for seasonal employees. The Concessioner must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with their personal nametags. Employees must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude. At the beginning of this Contract, the Concessioner must obtain the Service's approval of the uniforms. Thereafter, the Concessioner must obtain the Service's approval for any changes.
- (e) Seaplane Operations. Seaplane Operators must hold appropriate licensing certification from the Federal Aviation Administration ("FAA"), United States Coast Guard ("USCG") and any other government agency as appropriate. Copies of pilots' licenses, seaplane operating certificates, Federal Communications Commission ("FCC") licenses, and FAA and USCG inspections will be kept by the Concessioner at its place of business and will be made available to the Superintendent upon request or as required by law.
- (f) Service Employees. The Concessioner may not employ in any status a Service employee, their spouse or minor child without the Services' written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Site Manager, Concessions Specialist, or Safety Officer.

(2) Training

- (a) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Program.
- (b) Orientation and Training. The Concessioner must provide mandatory employee orientation and training and will inform employees of Area regulations and requirements that affect their employment and activities while working in Dry Tortugas National Park. The Concessioner will provide orientation for all employees at the start of employment, with refresher training provided as necessary or required by Applicable Laws. Topics at orientation 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 Area regulations.

The Service may monitor this training and may periodically assist the Concessioner on request.

- (c) Hospitality Training. The Concessioner must provide hospitality training for employees who have direct visitor contact.
 - (d) Environmental Training. The Concessioner must provide general resource protection and environmental awareness training to all employees according to the requirements in its Environmental Management Plan.
 - (e) Life-Safety Training. The Concessioner must provide certified life-safety training as required by all Applicable laws, including laws relating to the FAA and USCG, for all employees prior to performing duty assignments and working with the public.
 - (f) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety orientation information/services. The Concessioner also must require employees who provide interpretation on its seaplane tours to attend the Service's training for seasonal interpreters. The Concessioner must pay its employees while they are attending the seasonal interpretive training. The Concessioner must work closely with the Chief of Interpretation and Visitor Services, or his or her designee, to improve the methods of preparing and presenting effective interpretive information.
 - (g) Food Safety and Sanitation Training. The Concessioner must provide food safety and sanitation training to employees who will produce or handle food at the start of their employment and as needed to comply with Applicable Laws, including without limitation the current edition of the U.S. Public Health Service Food Code.
 - (h) Snorkeling Instructor Training Program. The Concessioner must design and provide a snorkeling instructor training program for review by the Superintendent within **30 days following the Contract effective date**.
- (3) *Employee Handbook*. The Concessioner must develop an Employee Handbook and provide all employees with a copy. The handbook must identify the policies and regulations of the Concessioner and those of the Service applicable to the Area and the visitor services provided under the Contract. The Concessioner must provide a copy of the training materials to the Service within **30 days following the Contract effective date**, and when revised.
 - (4) *Employee Conduct*. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take appropriate actions to fully correct any such situation.
 - (5) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all applicable federal and state laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must inform employees and potential employees that any individuals required by law to register with the Monroe County sheriff's office, must also register with the Chief Ranger's Office.
 - (6) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective

bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

4) **SPECIFIC OPERATING STANDARDS AND GUIDELINES**

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as defined in the Service's applicable operating standards. The applicable Service standards, 10-GAI Guided Air Standards, specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the Service's concessioner website.

A) Interpretive Passenger Seaplane Service

(1) Seaplane Requirements

- (a) The Concessioner must have control of and ability to operate at all times a minimum of (2) seaplanes, all of which are able to accommodate a minimum of ten (10) passengers.
- (b) The Concessioner must submit, for Service review and approval prior to use, the color of and graphics on each seaplane.
- (c) All required safety and other operational equipment must be in good working order at all times, must meet or exceed FAA requirements and standards, and comply with applicable federal, state, and local laws and regulations.
 - Life Vests. Every seaplane must provide life vests in accordance with USCG and State of Florida regulations. Life vests must be appropriately sized and available for every adult and child on board the seaplanes.
 - Flotation Devices. At least one type IV personal flotation device (such as throwable seat cushion or ring buoy) and one throw bag device must be available for use by each crewmember and each passenger per seaplane per FAA regulations.
 - First Aid Kits. Must meet all Applicable Laws and regulations for the type, size, and the maximum passenger capacity of each seaplane.
 - Operable FCC Acceptable Marine Radio. The Concessioner must have a working, fully operable FCC marine radio on board all seaplanes at all times during aircraft operation and must provide the Service with the channels used for general communication. The Concessioner shall have a second working and operable communication device on each seaplane at all times during seaplane operation.
 - Public address system. Operable on each seaplane and capable of being clearly heard by all passengers.
 - Handheld Radio. The Concessioner will acquire one handheld radio per seaplane compatible with Area programming and programmed to the Area local emergency operations channel. The radios are to be used by pilots for direct communications with Service law enforcement officers or emergency medical technicians.
- (d) Seaplanes must meet or exceed FAA requirements and standards regarding Americans with Disabilities Act ("ADA").

- (e) Seaplanes must be able to take off and land in both water and on land.
- (f) Seaplanes must feature Short Take Off and Landing ("STOL") capabilities given the operating area at Garden Key.
- (g) The Concessioner must operate the seaplanes in the fuel-saving low RPM mode.
- (h) The Concessioner must outfit seaplanes with a global satellite communicator to ensure communications while in route and out of cell phone range.
- (i) The Concessioner will recover the seaplanes and/or passengers during emergency situations, while minimizing any environmental impact.

(2) *Food and Beverage Amenity*

- (a) The Concessioner must include non-alcoholic beverages with each recreational passenger's ticket and advertise that the non-alcoholic beverages are included.
- (b) The Concessioner must include a boxed lunch with each full day recreational passenger's ticket and advertise that the boxed lunch is included.
- (c) The Concessioner must procure the boxed lunches from a recognized, commercial entity.
- (d) Minimum Menu Requirements (viable alternatives for food allergies, etc. must be offered).
 - Boxed Lunch:
 - ◆ Entrée.
 - ◆ Fresh or packaged fruit or trail mix.
 - ◆ Dessert (cookies or similar item).
 - ◆ Packaged beverage – water, soda, fruit drink, etc.

(3) *Snorkeling Package Amenity*

- (a) Snorkeling Operations.
 - Location. Snorkeling without dive flags inside the designated snorkeling area will be allowed per the Superintendent Compendium.
 - Snorkeling Equipment. The Concessioner will provide an adequate number of sets of high quality dry top snorkels, masks, flippers, plus a reserve for breakage, for all passengers wanting to snorkel. Snorkels will be equipped with purge valves. Each snorkeler will be issued a whistle and a buoyancy compensator vest ("BCV") that can be inflated at the water surface orally with inflation tubes or automatically from a carbon dioxide ("CO2") cartridge. The Concessioner will encourage all snorkelers to wear BCVs while in the water.
 - Equipment Maintenance. Snorkel equipment must be cleaned and disinfected after each use. Upon any signs of damage or excessive wear, the equipment must be replaced immediately. The Concessioner will develop an inspection plan to verify BCVs and purge valves on snorkels are working properly and visitors are not provided faulty equipment.
 - Pricing. The Concessioner must advertise that snorkeling instruction and snorkel equipment are included with each recreational passenger's ticket.
 - Instruction. All concessions staff that interact with visitors must be trained to be able to provide snorkeling instruction to visitors, including, but not limited to, safety, proper procedures for clearing mask and snorkel, and protecting Area resources. In the Area, the Concessioner must provide at least one staff member able to provide snorkeling instruction.

- Passenger Snorkel Training. The Concessioner must provide all passengers training in snorkel technique, safety, and equipment fit upon check-in, prior to boarding the seaplane, during the pre-board video, during the seaplane flight, and during the interpretive talk once passengers are on the island. The Concessioner must provide proof of passenger training on Service request. Visitors must be able to download snorkeling information from the Concessioner website including written basic snorkeling instructions and safety, a snorkeling technique and safety demonstration video, and a Service-provided map of the designated swim/snorkeling areas in the Area.

B) Embarkation Site

- (1) The Concessioner must operate landing and boarding facilities for the seaplane service in or near Key West ("embarkation site"). Control of the embarkation site must be through ownership or lease or similar agreement with the respective airport's Fixed Base Operator ("FBO"). The embarkation site must include a visitor staging and ticketing location in the respective airport.
- (2) *Boarding Procedures*
 - (a) Seaplane Stairs. At the embarkation site, the Concessioner will provide and handle all seaplane stairs and gates, as needed, to efficiently and safely load and unload passengers from the passenger seaplanes.
 - (b) Safety Precautions. The Concessioner will observe the following safety precautions:
 - Prior to departing the airport, pilots will coordinate with appropriate Concessioner staff who will assist in managing passenger loading/unloading and boarding procedures to ensure no visitors are put at risk or injured.
 - Each time the seaplane moves away from the ramp, all seaplane stairs must be moved back to clear the seaplanes for taxi.
 - (c) Safety Instructions. The Concessioner must provide patrons with safety instructions prior to the departure of the seaplane from the loading area. This instruction will include, but not be limited to, all instructions required to comply with applicable FAA standards, and cautions regarding getting on and off the seaplane, emergency procedures, location of life vests and proper fit and use, location of first aid kits, automatic external defibrillators ("AEDs"), fire extinguishers, advising all visitors they must keep all body parts/limbs inside the seaplane, the possibility of thunderstorms, mosquitoes (seasonally), and seaplane takeoff and landing procedures. If necessary, a second safety briefing will be provided enroute. For those patrons with disabilities, safety briefings must be given in a manner that they can understand.
- (3) *Charter Seaplanes.* The seaplanes used in this operation may be subject to prior approval of the Service and may 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 interpretive passenger seaplane service to Area visitors under the Contract, per the required schedule of operations.
- (4) *Log.* The Concessioner must maintain a daily log specifying the number of trips made, the names and contact information of the pilot and crew, the number of passengers carried, and a description of any incident that has occurred. Incidents include, but are not limited to, safety issues, medical emergencies, medical failures, and groundings. The log must also record maintenance and other items of documentation as required by the

FAA. This log must be maintained in accordance with FAA requirements and any other Applicable Laws and must be made available for review by the Superintendent upon request.

C) Interpretation

- (1) *Interpretive Plan.* The Concessioner must submit a written plan for its interpretive program to the Service **within one hundred twenty (120) days** of the effective date of the Contract that outlines non-personal (brochures, websites, maps, bulletins, video and audio presentations placemats, hangtags, tickets, etc.) and personal services, a description of topics to be covered, bibliography of resource materials, and the scope of employee training. The plan must be developed with the assistance and approval of the Area's Division of Interpretation and must utilize the current Dry Tortugas National Park's Long Range Interpretive Plan and Visitor Use Management Plan. The plan must explore a wide array of methods for conveying interpretive messages to visitors on Area-related themes and must include as topics the natural and cultural resources of the Area, including the marine terrestrial environment, resource protection, appreciation of Area values, and Service goals. The plan must be maintained for the duration of the Contract and must be updated annually by **March 1**, if requested by the Service. The plan must include, but is not limited to displays, website, onboard video script and Concessioner staff training.
- (2) *On-Board Interpretive Programming.* The Concessioner must submit for Service approval a script for the onboard live narrative **within one hundred and twenty (120) days** of the effective date of the Contract. The script must be developed with the assistance and approval of the Area's Division of Interpretation and must cover as topics the natural and cultural resources of the Area, including the marine terrestrial environment, resource protection, appreciation of Area values, and Service goals. The Concessioner must submit for Service approval any proposed changes to the onboard live narrative script annually by **March 1**. Interpretive programming must be based on Service guidance and interpretive planning efforts and objectives. The Concessioner has the primary responsibility for the onboard interpretive program. The Concessioner must equip the seaplane with a public address system meeting the approval of the Service.
 - (a) Narration. The Concessioner will conduct live narration in such a way as to provide an atmosphere encouraging visitors to gain a greater awareness and appreciation for the resources of Dry Tortugas National Park, and the Area's rich historical significance. Visitors must be able to hear the narration over the sound of the aircraft engines.
 - (b) Closed Captioning. All video programming will be provided with closed captions for hearing impaired visitors.
- (3) *Service Publications.* The Concessioner must provide Area bulletins or other publications to passengers at the request and expense of the Service.
- (4) *In-Person Interpretation*
 - (a) Employee Knowledge. Concessioner employees must demonstrate their knowledge of the Service, its mission and values, and the cultural and natural resources in the Area. Concessioner staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.
 - (b) Orientation. The Concessioner must conduct two separate 10-minute (minimum) orientation sessions for passengers - before boarding the seaplane at the embarkation site and upon arrival at Garden Key. The orientations must include

safety information and emergency procedures to board the seaplane, while aboard the seaplane, during flight, and deplaning as well as Area safety information regarding fall hazards, loose bricks, uneven walking surfaces, weather conditions, water conditions, heat, and hydration, and a reminder about sunscreen protection and snorkeling safety. Orientation information should include location of beaches, Service office, visitor facilities, closed areas, bookstore and museum, how to locate emergency services, as well as brief information about Area resources and their protection.

- (c) Snorkeling Instruction Service. The Concessioner will submit for approval a script for snorkeling orientation to the Superintendent **within ninety (90) days** of the effective date of the Contract. The script must be developed with the assistance of the Area's Safety Officer and must include, at a minimum, information on the proper procedure for clearing a mask, appropriate resource protection messages about sensitive sea grass beds and corals, and personal safety messages (e.g., designated snorkeling area, jellyfish, sea urchins, barracudas, and fire coral). The Snorkeling Instruction service is not designed to be a lifeguard service, but rather an education and snorkeling orientation service for the purpose of promoting snorkeling safety and protecting sensitive marine resources from damage by visitors. Note this requirement is separate from the general orientation detailed in Section 5)C)(4)(b).
- (d) Sunscreen. The Concessioner will submit for approval visitor safety language to the Superintendent **within ninety (90) days** of the effective date of the Contract related to skin protection from the sun while in the Area. The safety language must be developed with the assistance of the Area's Safety Officer. Approved language must be posted in the Concessioner's visitor queuing area (e.g., a sign in the lobby recommending visitors apply reef-safe sunscreen before and while in the Area). Additionally, the Concessioner must have complimentary reef-safe sunscreen available (e.g., in a large pump bottle) for visitors in the embarkation site.

(5) Interpretive Technology

- (a) Audio Programs aboard the seaplane during the trip from Embarkation Site to Dry Tortugas. The Superintendent will review and approve Concessioner audio tours prior to use. The Superintendent, at his or her discretion, may provide the Concessioner with additional audio tour programming that the Concessioner must play on the trip from the seaplane's departure point to Dry Tortugas. The Concessioner must purchase and maintain audio tour equipment necessary to utilize the Service-provided audio tour programming.

D) Self-Guided Audio Tours

- (1) The Concessioner will offer its patrons self-guided audio tours on Garden Key.
- (2) Pricing. The price for the self-guided audio tours will be included in the ticket price; no additional charge will be allowed.
- (3) Content. The Service will develop the program and content of the audio tour, which will be provided to the Concessioner at no charge. The Concessioner must always use the most recent version of the Service provided audio tour. The Concessioner does not have an exclusive right to offer the audio tour to Area visitors other than its own patrons.
- (4) The Concessioner must provide audio tour equipment as specified and approved by the Service and is responsible for ensuring audio tour equipment is in good working order.

- (5) The Concessioner may require visitors to provide a deposit for equipment, the amount to be approved by the Superintendent, to ensure the equipment is returned undamaged.

E) Ferry Service between Garden Key and Loggerhead Key (Authorized)

- (1) The Concessioner may not offer a ferry service between Garden Key and Loggerhead Key until this section of this Operating Plan is updated with the specific requirements related to this authorized service.

5) ENVIRONMENTAL MANAGEMENT PROGRAM, AUDITS, AND INSPECTIONS

A) Environmental Management Program

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with the Contract and the Service's Environmental Management Program Standards for Concessioners, found on the National Park Service Commercial Services website. The Concessioner must submit its EMP to the Service within 60 days following the effective date of this Contract and update its EMP annually by November 1, for review by the Service. Further environmental specifications and requirements are found throughout this Operating Plan.

B) Environmental Audit

The Service may conduct environmental audits to evaluate the Concessioner's operations with respect to environmental compliance and environmental best management practices in accordance with the current Service Concessions Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP evaluation.

C) Concessioner Environmental Inspections

The Concessioner must inspect facilities, equipment, and operations under this Contract in accordance with Applicable Laws addressing environmental compliance and in accordance with procedures described in its EMP.

6) RISK MANAGEMENT PROGRAM

A) Documented Risk Management Program

The Concessioner must develop, maintain, and implement a Risk Management Program that complies with the Occupational Safety and Health Act, Director's Order #50B, Occupational Safety and Health Program, and the Service's Risk Management Program Standards for Concessioners, found on the National Park Service Commercial Services Website. The Concessioner must submit an initial Risk Management Program to the Service within 60 days following the effective date of this Contract and resubmit the program annually by November 1 for review by the Service. The Concessioner must update its Risk Management Program to ensure compliance with Applicable Laws and to respond to feedback provided by the Service. The Concessioner's Risk Management Program must address, at a minimum, the following:

- (1) *Policy*
- (2) *Program Scope*
- (3) *Program Goals and Targets*
- (4) *Accountability and Responsibility*

- (5) *Resources*
- (6) *Operational Procedures*
- (7) *Emergency Procedures*
- (8) *Motion Sickness Procedures*
- (9) *Communications*
- (10) *Program Reporting*
- (11) *Accident Reporting and Investigation*
- (12) *Inspections and Corrective Actions*
- (13) *Monitoring, Measurement, and Improvement*
- (14) *Any Contract specific risk management requirements*

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 C.F.R. §1910.120(q)(6)(iii). These include an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate.

C) Exculpatory Agreements

- (1) 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.
- (2) "High risk" services under this Contract/Lease are the following:
 - (a) Interpretive Passenger Seaplane Service
- (3) The Concessioner's exculpatory agreements:
 - (a) Must comply with applicable state and federal law and Service policy;
 - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
 - (c) Must waive liability against the United States by including the following language:
 - "The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
- (4) 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.

7) PROTECTION AND EMERGENCY SERVICES

A) Incident Reporting

- (1) The Concessioner must immediately report to Area Dispatch and as soon as possible report to the Superintendent the following:
 - (a) Any seaplane or motor vehicle accident resulting in property damage as soon as possible, but not later than 24 hours after the accident.
 - (b) Any illness or accident resulting in personal injury requiring medical care, or death, as soon as possible, but not later than 24 hours after the incident.
 - (c) Any incident resulting in property damage exceeding \$500 as soon as possible, but not later than 24 hours after the incident.
 - (d) All suspected or known regulatory or criminal violations as soon as possible.
 - (e) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate any Applicable Law as soon as possible.
 - (f) Interactions with wildlife that involve injury to persons or wildlife, property damage, or pose a threat to humans or wildlife as soon as possible.
- (2) The Concessioner must provide the FAA with incident reports, as required by Applicable Laws.

B) Hurricane Plan

The Concessioner must, **within 90 days** of the effective date of the Contract, develop its own Hurricane Plan and submit the plan for the review and approval by the Service. The Concessioner's Hurricane Plan must be consistent with the Service's Hurricane Plan. Thereafter, the Concessioner will review its Hurricane Plan annually, make revisions as needed, and provide the Service with the updated Hurricane Plan. The Service may request the Concessioner's participation in the periodic review/revision of the Service's Hurricane Plan. The Concessioner must comply with all provisions of both Hurricane Plans.

C) Fire Protection.

The Concessioner must ensure that all of the aircraft, facilities, and vehicles used to provide the services under the Contract meet federal, state, and local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable International Fire Code standards. The Concessioner must report all fires immediately to the FAA and Service (even if the fire has been extinguished).

- (1) *Fire extinguishers:* Passenger-carrying aircraft. No person may operate an aircraft carrying passengers unless it is equipped with hand fire extinguishers of an approved type for use in crew and passenger compartments as follows:
 - (a) The type and quantity of extinguishing agent must be suitable for the kinds of fires likely to occur;
 - (b) At least one hand fire extinguisher must be provided and conveniently located on the flight deck for use by the flight crew, and
 - (c) At least one hand fire extinguisher must be conveniently located in the passenger compartment of each aircraft.

D) Emergency Assistance Services

- (1) The National Park Service has primary jurisdiction within Dry Tortugas National Park.
- (2) The Service provides emergency assistance response to all incidents.
- (3) Availability of service may be limited by response times. The Concessioner must be available during operating hours to provide emergency response support to visitors.

E) Emergency Medical Services ("EMS")

- (1) Each seaplane must have a functioning communication device that allows two-way communications with the Concessioner's support office and the Service.
- (2) *Reporting.* The Concessioner must immediately report all medical emergencies, and all injuries sustained by a visitor or employee in a concession facility or on a seaplane that requires more than minor first aid treatment.
- (3) *Emergency Medical Training.* The Concessioner must ensure all pilots and interpretation staff are certified in cardiopulmonary resuscitation ("CPR"), AED use, and first aid. An AED will be located on each seaplane.
- (4) *Emergency reporting procedures.* The Concessioner must train all concession employees in proper emergency reporting procedures and how to provide essential information (e.g., a 'call back' number at their location). All medical emergencies will be reported to the Dry Tortugas National Park Dispatch Center at (305) 242-7700 or 911 if the center is closed. The Concessioner will also install Service radios onto each seaplane to communicate with Service rangers more effectively.
- (5) *First Aid Kit.* The Concessioner must provide a first aid kit on each seaplane. Minimum items include:
 - (a) 1 CPR Mask.
 - (b) 4 Pairs of Gloves.
 - (c) 1 universal rolled aluminum Splint (e.g., SAM splint).
 - (d) 2 4" elastic bandage wraps (e.g., ACE bandage).
 - (e) 4 Cold Packs.
 - (f) 1 Trauma Scissors.
 - (g) 1 Roll of 1" Medical Tape.
 - (h) 1 Tube of Antibiotic Ointment.
 - (i) 1 5"x9" Trauma Dressing.
 - (j) 2 4" Gauze Rolls.
 - (k) 6 4"x4" Gauze Pads.
 - (l) 1 Feminine Pad.
 - (m) 2 Triangular Bandages.
 - (n) 1 Tube Sunblock, SPF 30 or more.
 - (o) 1 Space Blanket.
 - (p) 1 Bottle Eye Wash.
 - (q) 1 Pair Tweezers.
 - (r) 10 Antiseptic Wipes.
 - (s) 1 Flashlight.
 - (t) 1 Package Waterproof Matches.

- (u) 15 Assorted Sizes of Adhesive Bandages (e.g., Band-Aids).
- (v) 1 topical insect bite relief (e.g., StingEze).

8) UTILITY RESPONSIBILITIES

A) Conservation

The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.

9) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner payment areas:

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

Email address: ever_superintendent@nps.gov
Superintendent
Everglades and Dry Tortugas National Parks
South Florida National Parks and Preserve
40001 State Road 9336
Homestead, FL 33034

B) Public Statements

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

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must submit to the Service any new or updated promotional and public information and material prior to use or publication for review and approval **at least 30 days prior to projected need**. This includes all promotional material, including website information and social media posts. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific timeframes for each project.
- (b) Changes. The Concessioner must submit all promotional media (including websites) changes 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 to brochure and other media within 15 days.
- (c) Material. The Concessioner must publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and print double-sided wherever feasible.
- (d) Websites. The Concessioner must provide accurate, up-to-date information to the Service in order for the Service to include links to the Concessioner's website on the Service's website.

(2) *Required Statements*

- (a) Advertisements must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public within the Area.

(3) *Social Media*

- (a) The Concessioner may use social media outlets. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites:
- (Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior.
 - (Company Name) is authorized to provide interpretive passenger seaplane service within Dry Tortugas National Park.
- (b) Postings, Comments, Photos and Other Social Media Content. The Concessioner must ensure that social media content is accurate, professional, and relevant to the concession operation or Area themes. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive, or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.

D) Use of National Park Service Authorized Concessioner Mark ("Mark")

The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the Service's official Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the Commercial Services website under Concessioner Tools.

10) VOLUNTEERS IN THE PARK ("VIP") PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website (www.nps.gov).

11) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

- (1) The Concessioner must submit the following reports in addition to any others required in this Contract along with supporting documentation for all operational reports, upon request. The Concessioner must provide data in Microsoft Word or Excel format.
- (a) Management Listing. **Within 30 days after contract execution and by May 1st annually thereafter,** the Concessioner must provide the Service with a list of its key management and supervisory personnel, with office and emergency phone numbers for each. The Concessioner must submit updates of this list as it changes.
- (b) Incident Reports. The Concessioner must include a summary of all incidents occurring during the month in its monthly operational performance report.
- (c) Survey Response Data. The Concessioner must provide all customer satisfaction data collected by third parties for the Concessioner to the Service in summary form

within 30 days of receipt. Upon request, the Concessioner will provide to the Service the supplemental information that supports the summary provided.

- (d) Environmental Report. The Concessioner must submit an annual environmental report by **March 15th** for the preceding calendar year that discloses any violations of law, regulations, or Service policies and addresses the status of goals, policies, and procedures included in the EMP. The report must quantify the following:

- Water used.
- Waste disposed (by type, hazardous and non-hazardous).
- Post-consumer materials diverted (type and amount). The Service defines post-consumer materials as materials or finished products that have served their intended use and have been diverted or received from waste destined for disposal, including recycled materials.
- Energy used (type and amount).
- Gas or other fuel substances such as propane used (type and amount).

B) Operational Performance Reports by Use

The Concessioner must maintain a management information system documenting visitor use patterns. The Concessioner must provide a monthly operational performance report to the Service **by the 15th day** each following month including revenues by department, number of roundtrip seaplane trips both recreational and deadhead, number of recreational seaplane passengers by rate type (e.g., half-day excursion) and deadhead (non-recreational seaplane) passengers, and all other data will be reported in an annual summary report prior to **April 1st** of the following year. The report will include operational statistics and financial information for each activity.

C) Concessioner Financial Reporting

- (1) *Annual Financial Report*. In addition to the requirements for annual financial reporting in the Contract, the Concessioner must, on Schedule H, Department Income and Expenses, provide departmental revenue and direct expenses for each department.
- (2) *Franchise Fee Payments and Monthly Financial Report*. Payments due to the Service will be made through electronic funds transfers via Fedwire (www.frb services.org/financial-services/wires). The Concessioner must submit a Monthly Financial Report electronically, in the form prescribed by the Service budget office, 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). The Service budget office will gather all the information submitted and debit the payer's designated bank account on the **20th day of each month** or the first business day thereafter.

D) Summary of Initial and Recurring Due Dates

The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner. The Contract may outline additional reporting requirements that are not outlined below.

Title	Schedule	Due Date
Balance Sheet	Initial	Within 90 days of effective date of the Contract
Rate Monitoring Plan	Initial	Within 60 days of the effective date of the Contract
Deadhead Rate Proposal	Initial	Within 60 days of the effective date of the Contract
Employee Handbook	Initial / Periodic	30 days following the Contract effective date, 30 days prior to release of updates
Environmental Management Plan	Initial / Annual	Within 60 days of effective date of the Contract; Updates due by November 1 of each year
Hiring Procedures	Initial	Within 90 days of effective date of the Contract and as amended
Lost and Found Procedures	Initial	Within 30 days of the effective date of the Contract
Risk Management Program	Initial / Annual	Within 60 days of the effective date of the contract; Updates due by November 1 of each year
Snorkeling Instructor Training Program	Initial	Within 30 days of the effective date of the Contract
Fire Inspections	Initial/Annual	Within 30 days of Contract execution, within 30 days of any new or replacement concession seaplane, and on an annual basis thereafter-annual date to be determined
Hurricane Plan	Initial/Periodic	Within 90 days of the effective date of contract; Updates due within 90 days of any change in the operation or in response to an incident
Annual Financial Report	Annual	Not later than 120 days after the last day of the concessioner's fiscal year

Environmental Report	Annual	By March 15th for the proceeding calendar year
Management Listing	Initial / Annual	Within 30 days after contract execution; Updates due by May 1 of each year
Schedule of Operations	Initial / Annual	Within 15 days after Contract effective date and annually by October 1
Franchise Fee Payments and Monthly Financial Report	Monthly	By the 15th day of the following month of each month of operation
Operational Performance Reports	Monthly / Annual	By the 15th day of the following moth for each month of operation; Annual summary report by April 1 each year
Customer Satisfaction and Monitoring	Initial / Monthly / Annual	Initial plan due within 30 days of the Contract effective date; By the 15th day of the following month or each month of operation; Annual report due by January 15 of each year
Miscellaneous Reports and Data	As required	The Director from time to time may require the concessioner to submit other reports and data regarding its performance under the contract or otherwise, including, but not limited to, operational information

Note: Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

Effective _____