# EXHIBIT B

**OPERATING PLAN**

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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 Click here to enter Park Unit Name (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

2) DEFINITIONS

A) Environmental Preferable

Products or services that have a lesser or reduced negative 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 manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

B) Environmental Purchasing

Purchasing of environmentally preferable products.

C) Post-Consumer Material

Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

D) Recycling

The act of producing new products or materials from previously used and collected materials.

E) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service which are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.

F) Waste Prevention

Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
G) Waste Reduction

Prevention or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

A) Concessioner Responsibilities

(1) General. The Concessioner is responsible for conducting the day-to-day concession operations in the Area as set forth in the concessions contract and the attachments thereto. In conducting these concessions operations the Concessioner will comply with and carry out the policies and directives of the Service.

(2) Concessioner Representative. Concessioner must designate one representative (on-site manager) who has full authority to act as the liaison with the Service concerning all administrative and operational matters involving concessions within the Area in order to achieve an effective and efficient working relationship between the Concessioner and the Service.

(3) Management List. Concessioner will furnish the Service a management list identifying key personnel and their job titles, with updates as changes occur.

B) Service Responsibilities

(1) Superintendent. Manages the Area with responsibility for all operations, including concessions operations, and carries out the policies and directives of the Service. Through Service representatives, the Superintendent reviews, supervises, evaluates, monitors, and coordinates concession activities. Monitoring contract compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates, and other day-to-day operations.

(2) Concession Management Specialist. Serves as the primary point of contact for the Concessioner and coordinates the functions of other Service divisions relating to concessions operations. The Specialist makes recommendations on all aspects of the Concessioner’s operations to the Superintendent. The Specialist ensures necessary evaluations and inspections are performed, including those required by the United States Public Health Service (USPHS), Park Safety Officer (including fire inspections), and the Concessioner Review Program. The Specialist ensures all Concessioner rates are approved based upon current comparability studies or other applicable guidelines. The Specialist has line authority from the Superintendent to make field decisions that pertain to concessions operations, and acts as liaison between the Concessioner and Superintendent.

(3) Other Pertinent Positions

(a) Supervisor of Visitor and Resource Protection. Initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions. These duties include law enforcement, safety, search and rescue, fire control and suppression, resource protection, emergency preparedness administration, and the lost and found program.

(b) Supervisory Ranger. Point-of-contact for the on-site manager to resolve daily routine problems relating to resource management and visitor protection.

(c) Interpretative Management Specialist. Responsible for visitor information, interpretation, and community outreach programs in the Park. The on-site manager will work with the Interpretative Management Specialist will resolve routine matters relating to interpretation of the Park’s resources.
(d) **Facility Manager.** Responsible for the picnic grounds, trails, signs, buildings, docks, moorings, and general maintenance of the Park.

(e) **Administrative Officer.** Responsible for certain matters related to the fiscal management associated with the concession contract, including the collection and recording of franchise fee payments.

(f) **Resource Management Specialist.** Responsible for studying, inventorying, monitoring, restoration and management of natural resources such as vegetation and wildlife. This includes threatened and endangered species: sea turtles, Elkhorn and Staghorn corals, seven new species of coral, least terns, plant species, animal and insect species, and the St. Croix ground lizard.

4) **GENERAL OPERATING STANDARDS AND REQUIREMENTS**

A) **Schedule of Operations**

(1) **Year-Round Operations.** The Concessioner may operate services year-round and may maintain daily and weekly schedules. The vessel may make one full day trip or 2 half day trips on any one day of operations. All tours shall depart on schedule and may only be provided during daylight hours. Exceptions may be granted with Superintendent approval. The Concessioner will notify the Superintendent of any breaks in service due to maintenance, regulatory requirements, and planned suspension of operations. Services may be suspended during the off-season or for other justifiable reasons with the prior written permission of the Superintendent with the planned dates of the suspension of services outlined in writing.

Excessive winds, which may damage tour boats or park resources or cause an unsafe situation for the visitors, will require the Concessioner to cancel services.

(2) **Underwater Trail Trips.** The trip durations are as follows:

   - Half-day Trips: 30 to 45 minutes
   - Full-day Trips: 1 to 1.5 hours

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 by the private sector. All rates and charges proposed must be submitted to the Service at least 45 days in advance of the requested implementation date, and no later than September 15 for the winter season. The Service will review the request in compliance with the Service’s Rate Administration Guide within 30 days of receipt of the request.

(2) **Complimentary and Reduced Rates.** The Concessioner may grant complimentary or reduced rates to the public under such circumstances as are customary in businesses of the character conducted under this contract. The Superintendent reserves the right to review and modify the Concessioner’s complimentary or reduced rates. Discount rates will be allowed for groups, education, military, seniors, children, and other categories.

(3) **Reduced Rates for Federal Employees on Official Business.** Reduced rates for Federal employees on official business must be part of the approved rate schedules. The Concessioner will offer orientation trips for Service employees that the Superintendent deems necessary to have situational awareness regarding the concession operation without charge on a space available basis. The Service prohibits the Concessioner from providing visitor 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.

(4) **Rate Compliance.** Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

### C) Evaluations and Contract Compliance

(1) **General.** The Concessioner must provide the services required by this Contract in conformance with standards established by the National Park Service Commercial Services Review Program (specifically the Snorkel and SCUBA standards), National Park Service Concessions Management Guidelines, and within acceptable passenger boat tour industry practices. The Service will inspect and evaluate services relative to these standards and Contract requirements.

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.

(2) **Periodic and Annual Evaluations.** Periodic unannounced evaluations are conducted by Service representatives to evaluate compliance with the terms of the Contract and the Operating Plan. Normally, two periodic evaluations are conducted annually along with an annual evaluation. The periodic evaluations are considered when determining the annual overall rating. The Concessioner is provided a copy of the results. The factors considered during the periodic and annual evaluations are provided in the next section titled Annual Overall Rating.

(3) **Annual Overall Rating.** The Service will determine and provide the Concessioner with an Annual Overall Rating for the preceding calendar year. The Annual Overall Rating includes Administrative Compliance, Operational Performance, and Risk Management evaluations with their respective ratings. Results will be recorded in an Annual Overall Rating Report.

(a) **Administrative Compliance.** The Administrative Compliance rating will consider such items as, but not limited to, the timely and accurate submission of annual financial reports; proof of general liability, vessel, and workers compensation insurance; and timely payment of franchise fees.

(b) **Operational Performance.** The Service will conduct both announced and unannounced periodic evaluations of Concession services (specifically considering the standards specified in the Snorkel and SCUBA standards) to ensure conformance with applicable operational standards. The Concessioner will be contacted at the time of evaluations, so that a representative of the Concessioner may accompany the evaluator. The Operational Performance rating will consider all Periodic Evaluations.

(c) **Risk Management Programs.** The Service will annually conduct an evaluation of the Concessioner’s Risk Management Program. Risk management will also be a component of Periodic Evaluations.

(4) **United States Coast Guard Inspections.** The United States Coast Guard (USCG) is responsible for certifying Concessioner tour boats, per USCG regulations. The Concessioner must ensure that its boats meet USCG regulations and address any deficiencies. The Concessioner must keep USCG inspection certificates or copies in a secure location and must keep a copy of the USCG inspection on the tour boat. The Concessioner must provide USCG inspections and a copy of inspection certificates and results to the Service upon request.

(5) **Additional Service Evaluations and Inspections.** The Service may conduct additional inspections or evaluations of the Concessioner as determined necessary by the Service.
(6) **Concessioner Inspections, Evaluations, and Monitoring.** The Concessioner is independently responsible for conducting inspections, internal evaluations and monitoring, and conducting corrective actions to meet legal and contractual requirements and documented internal plans and programs. These include periodic interior and exterior inspections of vessels in accordance with its documented Risk Management Program and documented Environmental Management Program.

**D) General Policies**

(1) **Interactions with Wildlife.** The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Area or on vessels by displaying food in such a manner that may imply approval of the feeding of wildlife.

(2) **Visitor Comments.** The Concessioner must implement an orderly procedure for processing visitor complaints and correcting deficiencies. This procedure must be approved and modified upon Service request.

(3) **Lost and Found.** The Concessioner must keep a log of lost items to include where and when found and by whom. If an item is not claimed within sixty (60) days, it must be turned over to the Service. Concession employees who find the lost property are not authorized to keep or receive the unclaimed property at a later date.

To the greatest extent possible, the Concessioner must attempt to identify the owner of the found property and return it. Unclaimed personal property turned in by Concession employees becomes the property of the U.S. Government in accordance with the Service Personal Property Management Handbook # 44.

**E) Reservations and Tour Minimum**

(1) **Reservations.** May be accepted by the Concessioner no more than one year in advance of the requested dates. A reservation deposit equal to the rate for current services may be required to hold the reservations. No over-booking is permitted. A full refund of the deposit will be made if a reservation is cancelled more than 48 hours in advance. The Concessioner will immediately notify visitors if a reserved tour needs to be cancelled due to weather or vessel maintenance.

(2) **Tour Minimum.** The Concessioner may institute a six (6) passenger minimum requirement in order to conduct tours. This is a flexible minimum requirement and may be adjusted by the Concessioner to accommodate special circumstances.

(3) **Tour Boat Charters.** The maximum number of passengers on chartered tour boats must not exceed the amount approved by the USCG for the specific tour boat used. The Superintendent may restrict tour boat charters if it is determined the charter trips interfere with the Concessioner’s ability to provide the routine visitor Services required by the Contract.

**F) Human Resource Management**

(1) **Employee Hiring Procedures**

(a) **Staffing Requirements.** The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. Prior to employment, the Concessioner must inform employees of applicable pay and benefits.

(b) **Drug-free Awareness and Testing Program.** The Concessioner must instill a drug-free environment and must comply with the USCG drug testing policy.

(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, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.

(d) **Service Employees and Family Members.** Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concessions Specialist, or Safety Officer. The Concessioner must not employ in any status any other Service employee, their spouse, or a minor child without the Services' written approval.

(2) **Employee Appearance**

(a) **Uniforms.** Concession employees must wear appropriate company attire. Company attire must be practical, consistent in color and style, and distinct from the Service uniform. Boat captains may wear uniforms with appropriate captain insignia.

(b) **Cleanliness.** Concession employees must be neat and clean in regard to all aspects of personal hygiene.

(3) **Conduct and Discipline**

(a) **Conduct.** Concession employees must be prompt, courteous, helpful, and respectful to all Park visitors at all times.

(b) **Discipline.** Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Superintendent to be inconsistent with the proper administration of the Park and enjoyment and protection of visitors and must take appropriate actions to correct the situation.

(4) **Training.** The Concessioner must ensure its employees are appropriately trained to perform the services specified in the Contract and this Operating Plan. The Service may provide a general orientation training for Concession employees. Additional training may be requested by the Concessioner and is at the discretion of the Superintendent. Concession employees must attend any annual training provided by the Service.

The Concessioner must develop written training materials for its employees. Training records documenting the training delivered and who attended must be maintained. The Concessioner must provide appropriate training as follows:

(a) **Safety.** The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan. Tour boat captains must possess a Cardio-pulmonary Resuscitation (CPR) certificate or equivalent and a standard or advanced first aid certificate.

(b) **Job Training.** The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:

- **Service Concessions Management.** The Concessioner must orient its managers to Service evaluation procedures and requirements.

- **Customer Service.** The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.

- **Life-Safety.** The Concessioner will provide life-safety training as required by the USCG for all employees prior to duty assignments and working with the public.
• **Accessibility.** The Concessioner will train employees in the proper operation of any system used by the Concessioner to facilitate accessibility for persons with disabilities between the gangway systems and the tour boat.

• **Interpretive Training.** The Concessioner must provide interpretive training for all employees who provide interpretive information to the public. Training must incorporate information provided by the Service specifically for this purpose. Any training materials created by the Concessioner must be approved in writing by the Service prior to its use.

• **Environmental.** The Concessioner must provide environmental training to all employees in order for the employees to understand and appreciate environmental concerns at the Park.

(5) **Employee Handbook.** The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must make the employee handbook available to the Service for review and approval, and make modifications, per Service request.

(6) **Firearms.** As of February 22, 2010, a new Federal law allows people who can legally possess firearms under applicable Federal, State, and local laws, to legally possess firearms in this Park. It is the responsibility of visitors and concessioners to understand and comply with all applicable local, State and Federal firearms laws before entering the Park.

G) **Safety Message**

The Concessioner must provide visitors with safety instructions before the tour boat departs that must include, at a minimum, the following:

• Identify location of life jackets and demonstrate proper donning procedures

• Identify location of first aid kits, fire extinguishers, and marine toilet

• Describe man overboard procedures

• Recommend visitors wear a sun protection factor shirt while snorkeling and apply sun protection sunscreen after returning to the tour boat. Sunscreen should be oil free and environmentally sensitive.

• Identify location of water exit ladder and explain its use to exit the water after snorkeling. This should be reiterated upon mooring and before the snorkelers enter the water.

H) **Interpretive Message**

The Concessioner must provide an interpretive message to the visitors while aboard the tour boat and before commencing snorkeling. The message performed must adhere to Service interpretive standards and the Park interpretive plan when available. The message must be sensitive to the concerns of the ecosystem and in support of the Park goals and mission. Narratives should include historic, present-day, and future perspectives of the National Monument, the natural and human history, and critical environmental issues relating to the Marine Protected Area of the Monument.

The interpretive message should include, at a minimum, the following National Significance of the Park information with particular emphasis on the worldwide threats to coral reef systems:
BUCK ISLAND REEF NATIONAL MONUMENT
NATIONAL SIGNIFICANCE OF THE PARK:

Buck Island Reef National Monument was established by President John F. Kennedy on December 28, 1961, 56 years ago and is significant to the nation because:

1. The Monument protects a complete coral reef ecosystem as a Marine Protected Area.
2. Coral are living organisms and can be damaged by something as simple as a touch.
3. The Monument’s land and Marine Protected Area provides feeding, nesting, and breeding habitats for numerous threatened and endangered species.
4. The Green and Hawksbill sea turtles are the most common to nest on Buck Island Reef’s beaches and the greatest success has been the return of the Hawksbill.
5. The Monument protects all of these habitats while offering park visitors the opportunities to swim, bath in the shallow waters, picnic, snorkel, hike the park trail, and document your visit in photographs and videos.

Take only memories and pictures of the island and Marine Protected Area.
Leave only your footprints in the sand.

I) Welcome Message

Once the tour boat is secure to the mooring and before snorkelers enter the waters, the captain must provide a welcome message that includes, at a minimum, the following:

- Formally welcome the visitors to Buck Island Reef National Monument, a unit of the National Park Service.
- Explain that marine garden/underwater trail area has been protected by the National Park Service, by Presidential decree, for over 50 years.
- Emphasize that snorkeling will be near fragile, living coral.
- Explain that corals are living organisms, not rocks, and the role of coral in reef construction.
- Advise visitors as they enter park waters and snorkel they must be careful to not touch the coral.

5) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

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 Concessioner Operational Performance Standards. The applicable standards, Snorkel and SCUBA standards (see Appendix), specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) may present Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

B) Boat Tours

1. General

   a) Service. The Concessioner must provide interpretive boat tours within the Area.

   b) Tour Boat Captain. Each tour boat captain employed by the Concessioner will be responsible and in full control of each vessel at all times the vessel is in operation. Each captain must be
licensed by the USCG as required. The Concessioner must keep copies on file of each
Captain’s license, tour boat operating certificates, Federal Communications Commission
(FCC) licenses, and USCG inspections, and must make them available to the Service upon
request.

(c) **No Smoking.** The Concessioner is required to enforce a no-smoking policy on all boat tours.

(2) **Vessel Requirements**

(a) **Capacity.** Tour boats must have the capacity to carry a minimum of 6 passengers and a
maximum of 42 passengers.

(b) **Length.** Tour boats must be no longer than 42 feet in length (Length Over All (LOA)). For CC-
BUIS001-22, two powered tour boats must be used and each boat must have a minimum
capacity of 6 passengers and a maximum capacity of 42 passengers. For CC-BUIS015-22,
five powered tour boats must be used and have the following capacities:

- One tour boat must have a minimum capacity of 6 passengers and a boat captain.
- One tour boat must have a minimum capacity of 35 passengers and a boat captain.
- One tour boat must have a minimum capacity of 42 passengers and a boat captain.
- Two tour boats must have a minimum capacity of 23 passengers and a boat
  captain.

(c) **Vessel Specific Information.** The Concessioner’s vessel information is as follows:

- Name of Tour Boat: ____________________________
- Type/Model: ____________________________
- Registration Number: ____________________________
- Description of Tour Boat: ____________________________
- Capacity: ____________________________
- Length: ____________________________

(d) **Tour Boat Modifications.** Modifications (type, capacity, and configuration) must have prior
written approval of the Superintendent.

(e) **USCG Compliance.** The United States Coast Guard (USCG) is the governmental agency
primarily responsible for periodically inspecting the tour boats. Tour boats must be
maintained in accordance with the USCG safety standards. Tour boats with capacity over six
passengers must meet all United States Coast Guard (USCG) license and safety requirements
for the Territory of the U.S. Virgin Islands and have a current Certificate of Inspection. Tour
boats with a six-passenger capacity are not required to have a USCG Certificate of
Inspection. Tour boats must comply with the Americans with Disabilities Act (ADA) and
make reasonable accommodations for disabled passengers.

(f) **Service Compliance.** The Service reserves the right to inspect the tour boats at any time.

(3) **Outfitting and Equipment**

(a) **Marine Toilets.** Holding tanks must have sufficient capacity to ensure no waste is discharged
in the water. All waste must be disposed by the Concessioner at a wastewater treatment
facility located outside of BUIS or in accordance with the Clean Water Act Section 312.
Marine toilets must be kept in a clean and sanitary condition.

(b) **Life Vests.** Must be USCG approved and comply with the following:
• Tour boats must have one children’s life vest for each child on board.
• Children 12 years and under must wear a personal floatation device, except when in an enclosed cabin of a boat.
• Tour boats must have one adult life vest for each adult on board.

(c) **Ring Buoy.** Type IV PFD or throw-able device (ring buoy) will be on board and available for use by crew and passengers.

(d) **First Aid Kit.** Kits must meet Occupational Safety and Health Administration (OSHA) requirements for the type and size of the vessel and the maximum passenger capacity.

(e) **Ladders.** Must be in working order; typically, these ladders will be used to access the water by snorkelers.

(f) **Marine Radio.** An operable Federal Communications Commission (FCC) acceptable marine radio capable of communicating on channel 16 (May Day channel) and any other FCC approved channels must be available on each tour boat. In addition, the operator is required to monitor channel 16 whenever in Park waters. If the tour boat does not have a FCC license for the marine radio, a cell phone must be on board.

(g) **Additional Supplies and Equipment.** Any supplies and equipment used by the Concessioner and/or required by the Service or USCG must be in working order and onboard the tour boats as required.

• **Maintenance.** Tour boats must be maintained by the Concessioner in conformity with all applicable laws and manufacturer’s specifications. Any changes to the tour boats, including color schemes and functional layout, must have the prior written approval of the Superintendent.

• **Engine Maintenance.** USCG engine fire prevention requirements must be maintained and properly serviced. All engines must meet USCG standards to minimize spill or accidental releases into the waters within the Area.

• **Cleaning.** Tour boats must be cleaned by the Concessioner daily when in use. The boat exterior and decks must be washed and scrubbed. All windows, exterior and interior decking, and flooring below the decks must be cleaned. No detergents or any chemical harmful to the water environment may be used.

**C) Guided Snorkeling**

(1) **Snorkel Instructions.** The Concessioner must provide instructions and demonstrate to all snorkelers how to don and use all snorkel equipment, whether or not the visitor has prior snorkeling experience.

(2) **Snorkel Equipment.** The Concessioner must inspect all snorkel equipment, to include rental and privately owned, before use. Inspections include ensuring all equipment (mask, fins, and snorkel) fit correctly and are free of defect.

(3) **Buoyancy Compensator Vest.** The Concessioner must issue to each snorkeler a buoyancy compensator vest (BCV) that can be inflated at the water surface manually with inflation tubes. The BCV must be worn by all snorkelers, regardless of experience, while in the waters of the Underwater Trail, in order to prevent snorkelers from stepping on the coral.

(4) **Snorkel Monitoring.** At all times, a Concession employee trained in snorkeling, must supervise the snorkeling operations conducted from the tour boat. A Concession employee trained in snorkeling must assess each snorkeler’s ability and provide appropriate assistance, particularly to those snorkelers having difficulty.
D) **Underwater Trail**

To further protect the coral species now listed as Threatened and Endangered the following procedure will be instituted:

- Snorkelers will be led by a crewmember in groups of six, with visitors using a two-person buddy system, through the underwater trail.
- One USCG approved life ring will be towed by the crewmember.
- Snorkelers encountering difficulty or less experienced snorkelers will be encouraged to hold onto the life ring for support.
- Snorkelers must be escorted through the underwater trail with a guide before they can snorkel without a guide through this area.

6) **RISK MANAGEMENT PROGRAM**

A) **Documented Risk Management Program**

The Concessioner must develop, maintain, and implement a documented Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director’s Order #50B, Occupational Safety and Health Program and standards established by the NPS for NPS Concessioner Risk Management Programs. The Concessioner must submit an initial documented Risk Management Program to the Service within 60 days of the effective date of this Contract and resubmit the plan for Service review by September 15 annually. 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 Risk Management Program standards consist of the following elements. Note that the Concessioner is responsible for conducting and documenting its own safety inspections as part of its Risk Management Program.

1. Program Scope
2. Responsibility and Accountability
3. Training
4. Documentation and Operational Controls
5. Communications
6. Reporting
7. Inspections and Corrective Action
8. Hazardous Incident Investigations and Abatement
9. Management Review
10. Any contract specific risk management requirements including all Technical Bulletins, current and future (as issued)

B) **Emergency Response**

The Concessioner is responsible for immediately reporting to the Service all hazardous material spills and discharges, fatalities, injuries and illnesses, fires, boat accidents (including all groundings), property damage, and illegal drug and substance abuse. The Concessioner will inform the Service of all communications with the USCG pertaining to such incidents. The Concessioner will ensure that all oral reports of such incidents are followed by a written report, including a detailed description of the incident.
C) Emergency Response Plan

The Concessioner must comply with the Park Emergency Response Plan.

7) EMERGENCIES

A) On-Board Emergencies

In case of an emergency on a vessel, the Concessioner must:

(1) Ensure that in the event of emergencies each tour boat captain will be able to contact the USCG and the Service

(2) Ensure that the tour boat captain will keep passengers informed of the situation and what actions are being taken.

B) 911 Reporting

The Concessioner must immediately use “911” reporting procedures in the event of any emergency or serious injury sustained on the tour boat. After using the “911” reporting procedures, the Concessioner must contact the Service to report the incident through Area Headquarters or by any other means necessary to make the Service aware of the incident.

C) Medical Training

The Concessioner must meet USCG requirements regarding medical training. For instance, the tour boat captain must be certified in Cardio Pulmonary Resuscitation (CPR).

8) MARINE RESOURCE PROTECTION

The Concessioner must ensure the protection of marine resources and adhere to the following requirements:

(1) All artifacts found during the tour boat rides and snorkeling must remain undisturbed. Any artifacts disturbed or found to be disturbed will be reported immediately to the Superintendent’s Office.

(2) The Concessioner must provide visitors an interpretive resource message immediately prior to snorkeling that will include notification not to take or touch any of the coral, shells, plants, or animals, whether living or dead.

(3) Visitors are prohibited from discharging anything overboard.

(4) Launching, landing, or operating an unmanned aircraft (drones) from or on the lands and waters administered by the NPS within the boundaries of the park is prohibited.

9) PUBLIC RELATIONS

A) Public Statements

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

B) Advertisements and Promotional Material

1) Promotional Material

(a) Approval. The Concessioner must obtain Service approval of any promotional material prior to use or publication. This includes all promotional material, including website information and social media. The Service may need additional time to approve complex material and when the Concessioner needs Service staff assistance to help develop the material. The Concessioner should contact the Service well in advance to establish specific timeframes for
each approval. The Concessioner should clearly provide its name, business location, phone number, website, and email address on all promotional material, as appropriate.

(b) **Modifications.** All Concessioner advertising, materials, to include websites, must be modified to reflect updates to this Operating Plan, as appropriate.

(c) **Changes.** The Concessioner must submit all promotional media (including websites) changes to the Service for review and approval 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.

(d) **Website.** The Concessioner must provide accurate, up-to-date information to the Service in order to provide links from the Service website to the Concessioner’s website. The Concessioner must use the following Service-approved language in the description of the Concessioner on the website pertaining to the required services at the Park:

*(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).*

In an effort to support the mission of the National Park Service to preserve the fragile coral resources for future generations, the website must include a notification to snorkelers that they are required to be in guided groups of six the first time they swim along the underwater trail.

The Service recommends that the Concessioner’s website include sunscreen protection ideas for snorkelers. Ideas include the following:

- Include pictures and information on Sun Protection Factor (SPF) swimwear and garments designed to wear over swimsuits while snorkelling and swimming.
- Include pictures and information on SPF clothing designed as cover-ups and outerwear for the visitors to use while on the vessel.
- Provide information on “reef friendly or reef safe” sunscreen products and suggest visitors purchase these types of protection products.
- Ask visitors to apply sunscreen prior to leaving the dock at Christiansted. Make this clear when they reserve the trip.
- Suggest they wear SPF garments instead of using sunscreens.
- Add information about science studies that have shown some of the chemicals in sunscreens promote viral infections in coral.
- Sunscreens washing off into the water, even at low levels, can cause bleaching of hard corals species.

(2) **Statements**

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

(b) **Equal Opportunity Employer.** Advertisements for employment must state that the company is an equal opportunity employer.

(3) **Social Media.** The Concessioner may use Facebook, Twitter, or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval at least 10 days prior to making the site accessible to the public. 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 (list service types) within (park name).

(a) Postings. Postings, comments, photos, and other social media content must be accurate, professional, and relevant to the concession operation or Area. 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.

(b) Modifications. The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.

(4) Statements

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

(b) Equal Opportunity Employer. Advertisements for employment must state that the company is an equal opportunity employer.

(5) Social Media. The Concessioner may use Facebook, Twitter, or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval at least 10 days prior to making the site accessible to the public. 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 (list service types) within (park name).

(a) Postings. Postings, comments, photos, and other social media content must be accurate, professional, and relevant to the concession operation or Area. 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.

(b) Modifications. The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.

(6) Use of National Park Service Authorized Concessioner Mark (Mark)

(a) General. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words “Authorized Concessioner.”

(b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a superior, satisfactory, or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.

(c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television,
film or other audio/visual), associated with services under the Contract; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on vessels.

(d) **Prohibited Uses of the Mark.** The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.

(e) **Artwork, Layout, and Use.** The Concessioner must use the official authorized mark artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.

(f) **Approval Procedures.** The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner’s proposed layouts in writing.

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

The Concessioner should 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) **ANNUAL VISITOR SURVEY**

The Concessioner should be aware that the Service performs an annual survey conducted within a 30-day period of the high season encompassing all the services and programs provided in the Park. The purpose of the survey is to measure visitor satisfaction, understanding, and appreciation on the overall quality of the facilities and recreational opportunities provided within the Park.

12) **LOG**

The captain of each tour boat must maintain a log for each tour boat showing, by day, the trips made, identity of the captain and crew, the number of passengers carried, and any incident that occurred.

The log must also record maintenance and other items of documentation as required by the USCG. This log must be made available to the Service upon request.

13) **REPORTING REQUIREMENTS**

The Concessioner must provide the Service with all supporting documentation for all operational reports upon request.

A) **Monthly Tour Boat Reports**

The Concessioner must submit to the Service a monthly tour report by the **15th of each following month**. The report should include the following:

1. Tour date
2. Captain’s name
3. Number of crew
4. Departure and return times
5. Total passengers and number of passengers for each category (adult, child, special discount, and non-paying)
6. Comments as appropriate to explain special conditions, such as charters, cruise ship days, etc.
(7) Weather information if tour is cancelled or postponed

B) Concessioner Financial Reports and Franchise Fees

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month following the end of each quarter**, the Concessioner must report on the franchise fee deposit made for the preceding quarter. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred to the Park Concessions Specialist. The quarters along with payment due dates are as follows:

- Quarter 1 (January 1 to March 31) Payment Due April 15
- Quarter 2 (April 1 to June 30) Payment Due July 15
- Quarter 3 (July 1 to September 30) Payment Due October 15
- Quarter 4 (October 1 to December 31) Payment Due January 15

C) Summary of Initial and Recurring Due Dates

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

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<thead>
<tr>
<th>REQUIREMENT</th>
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<th>DESCRIPTION</th>
<th>REFERENCE</th>
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<td>Effective Date of Contract and Annually</td>
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<tr>
<td>Balance Sheet</td>
<td>Initial</td>
<td>Within 90 days of Effective Date of Contract</td>
<td>Contract, Sec. 7 (c) (1)</td>
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<td>Risk Management Plan</td>
<td>Initial/Annually</td>
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<td>Rate Approvals</td>
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<td>Annual Financial Report</td>
<td>Annually</td>
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<td>Franchise Fee</td>
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<td>Operating Plan, 9) C) (3)</td>
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Effective ______________________, 202 __