

AMENDMENT NO. 1  
SOLICITATION No. CC-DRTO001-21

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**To: All Recipients of the Prospectus, CC-DRTO001-21, to Provide Passenger Ferry, Interpretive Tours, and Equipment Rentals at Dry Tortugas National Park**

In the Prospectus issued November 9, 2019, the National Park Service (“Service”) stated it would respond to questions about the Prospectus if submitted in writing and received by January 6, 2020. Questions were received timely, and the National Park Service responds to those questions below.

In developing this Prospectus, the Service relied on the advice of consultants. The reports, studies, and documents provided to the Service by the consultants are protected by the deliberative process privilege under the Freedom of Information Act. 5 U.S.C. § 552(b)(5). To the extent, if any, that the answers below disclose any information contained in those reports, studies, and documents, such disclosure will not be considered a waiver of the deliberative process privilege by the Service with respect to those reports, studies, and documents as a whole or to any other information contained therein.

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**Service Responses to Offeror's Questions on Solicitation No. CC-  
DRTO001-21**

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**Glossary of terms used throughout this document.**

**Concessioner:** refers to the new concessioner to be awarded the Draft Contract through this solicitation process.

**Draft Contract:** refers to the new concession contract to be awarded through this solicitation process (CC- DRTO001-21).

**Offeror(s):** refers to the entities that submit a proposal in response to the solicitation for the Draft Contract.

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**QUESTION 1:** How much of the space is reserved for the concessioner?

**SERVICE RESPONSE:** The Concessioner is permitted to use the dock space at Garden Key labelled as areas A and B in Draft Contract, Exhibit C – Assigned Land and Real Property Improvements (Concession Facilities).

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**QUESTION 2:** Who repairs the dock?

**SERVICE RESPONSE:** The Service maintains the Garden Key dock subject to the availability of funds. The Concessioner is responsible for damage caused by it, its employees, agents, and contractors. Please refer to Draft Contract Section 11)A.

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**QUESTION 3:** Who is responsible for hurricane damage to the dock?

**SERVICE RESPONSE:** The Service will repair storm damage to the Garden Key dock subject to the availability of funds.

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**QUESTION 4:** Are there many people who come out with wheelchairs? If so, how do you accommodate them?

**SERVICE RESPONSE:** The Service does not track the number of visitors with wheelchairs who visit the park through the services provided by the Existing Concessioner. The NPS provides beach wheelchairs for visitor use on Garden Key and requests that those who need assistance make arrangements in advance. The Concessioner must accommodate wheelchair passengers on the ferry in accordance with section 5)G) of the Operating Plan.

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**QUESTION 5:** Is the glass bottom boat required?

**SERVICE RESPONSE:** The Draft Contract identifies the glass bottom boat as an authorized (or optional) service, not a required service.

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**QUESTION 6:** Who collects the entrance fees?

**SERVICE RESPONSE:** The Service collects entrance fees from all private users. The seaplane concessioner collects entrance fees from seaplane passengers and the Existing Concessioner collects entrance fees from the ferry passengers. The Service will seek to enter into a fee collection agreement with the Concessioner as explained in the Business Opportunity. The Service has amended the prospectus to include a draft third-party fee collection agreement as an appendix.

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**QUESTION 7:** What is the hurricane storm protocol?

**SERVICE RESPONSE:** The Draft Contract requires the Concessioner to develop a Weather Preparedness Plan for Service approval. The plan must cover the preparedness levels for different categories of high winds, rain, thunderstorms, tropical storms, and hurricanes and must designate specific actions the Concessioner will take, including actions to secure facilities and vessels during and after the storm. Please refer to Draft Contract Exhibit A - Operating Plan Section 8)A)(2).

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**QUESTION 8:** Are boats authorized to be docked overnight at Garden Key?

**SERVICE RESPONSE:** No Concessioner or private vessel may be docked overnight at the main dock on Garden Key. The Concessioner may use an assigned slip adjacent to the main dock to store overnight the vessel used to provide authorized services included in the Draft Contract.

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**QUESTION 9:** What is the time limit for private vessels to dock?

**SERVICE RESPONSE:** Private vessels may dock at Garden Key for a maximum of two hours.

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**QUESTION 10:** What is the total capacity on the island?

**SERVICE RESPONSE:** The total visitor capacity per day on Garden Key is 330. The Draft Contract allows the Concessioner to transport 175 visitors maximum. The seaplane concession contract allows that concessioner to transport 80 visitors maximum per day to Garden Key. The remaining visitor capacity is allocated to private users.

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**QUESTION 11:** What are the established quiet hours?

**SERVICE RESPONSE:** The current quiet hours for Dry Tortugas National Park are 10pm-6am.

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**QUESTION 12:** What is the main mode of communication?

**SERVICE RESPONSE:** The Service uses a satellite phone/internet system with limited bandwidth and a digital radio system as its main modes of communication.

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**QUESTION 13:** Can you bring your own satellite phone/internet?

**SERVICE RESPONSE:** You may bring your own satellite phone/internet system.

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**QUESTION 14:** How is electricity provided at the fort?

**SERVICE RESPONSE:** The Service uses diesel generators to generate electricity at Garden Key for its own operations. The Service will not provide power to the Concessioner at the main dock or the assigned slip.

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**QUESTION 15:** Is there a safety zone at the fort?

**SERVICE RESPONSE:** The area within the fort walls is a designated safety zone.

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**QUESTION 16:** Is there anything that would cause the Service to shutdown DRTO other than weather?

**SERVICE RESPONSE:** Other than for weather-related incidents, the Service presently has no standard closure requirements.

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**QUESTION 17:** Does NPS do any tours in the park?

**SERVICE RESPONSE:** The Service does not conduct regular tours in the park but does have a lead guide to provide special tours.

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**QUESTION 18:** Are there any other assigned properties at the fort?

**SERVICE RESPONSE:** There are no other Concessioner assigned properties at the fort other than those areas identified as Concessioner permitted use areas in Exhibit C – Assigned Land and Real Property Improvements. The Service does allow its cooperating association to use and occupy some retail space and overnight accommodations in the park.

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**QUESTION 19:** How can a copy of the GMP be obtained?

**SERVICE RESPONSE:** The Dry Tortugas National Park General Management Plan (GMP) is available in an electronic format at <https://www.nps.gov/drto/learn/management/index.htm>

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**QUESTION 20:** Can we signal departure from the boat when we are out of bird season, one toot?

**SERVICE RESPONSE:** The Concessioner may not use a horn, musical instrument, or other sound-producing device to signal departure from Garden Key.

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**QUESTION 21:** Under Exhibit C Under Exhibit C - Assigned Land- it states that a certain area on the dock at Garden Key is designated for “staging equipment.” Can this area be used to store the required rental equipment with an appropriate extension of the existing snorkel gear storage space?

**SERVICE RESPONSE:** The Concessioner may not store rental gear at Garden Key. All rental gear must be stored off site.

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**QUESTION 22:** When transporting contractors to Garden Key, is the concessioner able to charge for transporting their gear and equipment? If so how much?

**SERVICE RESPONSE:** The Concessioner may charge a fee for transporting contractors to Garden Key and also may charge additional fees for transporting contractor gear and equipment. The Concessioner may place reasonable limits on the amount of contractor gear and equipment transported.

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**QUESTION 23:** Kayaks-is this a required service? If so, we would respectfully request that it be removed. Kayaking is a skill that if not done properly can result in Loss of equipment or worse. The open water of the Park is no place to learn and we, nor the Park Service, are not equipped to provide proper training, Life safety or equipment retrieval.

**SERVICE RESPONSE:** Kayak rental for overnight campers is a required service under the Draft Contract. The Concessioner may establish protocols to ensure that only persons who can safely use the kayaks may rent the equipment.

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**QUESTION 24:** Draft Contract Section 3.(b) Operation and Quality of Operation states: “...The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.” Given that this contract purports to be for an exclusive ferry service to the Park can this wording be clarified to reflect that as an exception to the non-exclusivity?

**SERVICE RESPONSE:** Regulations prohibit the Service from granting to concessioners an exclusive right to provide all or certain types of visitor services in a park area. *See* 36 C.F.R. § 51.77. Accordingly, the Draft Contract states that it is non-exclusive. The current Dry Tortugas National Park GMP, however, provides that the Service will have only one concession contract for ferry services, and the Service has no plans at this time to amend the GMP to have additional concession contracts for ferry services.

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**QUESTION 25:** We understand that the maximum passengers permitted to the island via ferry is 175 passengers. Will the park permit a second daily excursion during the longer summer days so long as there is no more than 175 passengers on island simultaneously? Example: Morning ferry arrives Tortuga at 11:30am and departs 2:30pm. Afternoon ferry arrives at 2:45 and departs 5:30pm.

**SERVICE RESPONSE:** No, the Service will not permit a second daily excursion.

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**QUESTION 26:** Will the NPS please provide a breakdown of the various utilities with annual historical costs incurred by the ferry concessioner?

**SERVICE RESPONSE:** The Service cannot provide a breakdown of utility costs incurred by the Existing Concessioner outside of the park. The Service does not provide utilities to the Existing Concessioner at Fort Jefferson.

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**QUESTION 27:** Is there a minimum or maximum amount of time that the ferry (or seaplane) passengers are allowed to actually be out on Garden Key?

**SERVICE RESPONSE:** The Operating Plan (Exhibit B to the Draft Contract) allows the ferry to be docked at Garden Key between 8:30 a.m. and 5:30 p.m. The Concessioner must allow visitors to access Garden Key for at least 4.5 consecutive hours. The seaplane concessioner must allow visitors to access Garden Key for at least 2.5 consecutive hours. Of course, campers transported by either concessioner may remain for the length of their permitted stay.

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**QUESTION 28:** If the concessioner's vessel's infrastructure is capable of supporting additional onboard services during the down-time on the island, i.e. a higher volume of passengers, would the concessioner then be able to increase the number of passengers ferried to Garden Key?

**SERVICE RESPONSE:** At this time, the Service does not anticipate reallocating the commercial and private use limits. See the response to question 10 above.

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**QUESTION 29:** What is the procedure for alternate service options if the island is closed down for an extended period of time due to a natural disaster (i.e. Hurricane)?

**SERVICE RESPONSE:** The procedure to provide alternate service options if the island is partially closed for an extended period of time due to a natural disaster depends on the nature of the closure. The Concessioner would need to work closely with the Service to propose and determine the feasibility of any alternative services. If, for example, the dock were damaged in a way that prevented the Concessioner from using it, the Concessioner would need to propose alternative transportation between the ferry and the shore for Service approval after the Service has mitigated all hurricane-caused safety hazards and repaired and reopened day-use facilities on Garden Key.

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**QUESTION 30:** When is the actual effective date of the new contract? The Business Opportunity states two separate dates (June 1, 2021 on pg. 1 & November 1, 2020 on pg. 11)

**SERVICE RESPONSE:** The Service anticipates the effective date of the Draft Contract will be June 1, 2021. We have amended the Business Opportunity on page 11 to read as follows:

“The Service has determined the initial ticket prices for the first year of the Draft Contract term (anticipated to begin on June 1, 2021) based on comparability and adjusted for inflation.”

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**QUESTION 31:** Exhibit E, Part C, Section #2 (Air Quality) references the need for a service approval to use Halon fire suppression system. Is an alternate, more environmentally friendly fire suppressing agent acceptable?

**SERVICE RESPONSE:** Yes, the Concessioner may propose an alternative fire-suppression system, provided

that the system meets all standards set by the United States Coast Guard.

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**QUESTION 32:** Is the concessioner responsible for any dredging? Please provide as much detail as possible.

**SERVICE RESPONSE:** Dredging is not permitted in Dry Tortugas National Park. The proposed vessel must be capable of providing the required services under existing conditions.

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**QUESTION 33:** We noticed that the current concessioner does not rent camping gear, and that visitors must instead arrange gear with Campingfloridakeys.com, which appears to be a separate company. Does NPS have a separate concession contract with Campinfgloridakeys.com? Can NPS clarify whether the new concession contract calls for cooperation with the existing camping gear vendor, or establishment of a new line of business for camping gear rentals? Can the concessioner use a Subconcession agreement for camping gear and/or kayak rentals?

**SERVICE RESPONSE:** The Service does not have a separate concession contract with campingfloridakeys.com., and the Draft Contract does not require cooperation with that entity. The Concessioner may procure the required camping equipment in any way it deems reasonable. Please note, however, that the Draft Contract prohibits the use of subconcession contracts/agreements. Please refer to Draft Contract Section 17(c).

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**QUESTION 34:** Will the NPS clarify what pests the new concessioner will be responsible for controlling? If NPS is referring to the rats on Garden Key, is there an NPS-approved method that the concessioner will need to utilize?

**SERVICE RESPONSE:** The Concessioner must control pests onboard the vessel and not on Garden Key. The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Area IPM Plan. Please refer to Contract Exhibit E: Maintenance Plan Part C(5).

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**QUESTION 35:** We noticed that the current concessioner may be discharging shower water overboard. Is shower water runoff considered graywater for purposes of this contract?

**SERVICE RESPONSE:** Yes.

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**QUESTION 36:** Does the NPS plan to include the normal "Violations and Infractions" selection factor with Principal Selection Factor 3 or is the NPS only concerned with marine casualties for this solicitation?

**SERVICE RESPONSE:** Offerors will be evaluated only on responses to questions found in the proposal package. The Service has amended PSF3 to include an updated definition of "Offeror."

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**QUESTION 37:** Given the very short page limits, how should Offerors address the overlap between Principal Selection Factor 1, Part 2, which requests information about how the Offeror will educate visitors about Park

resources, and Principal Selection Factor 2, Subfactor 2(b), Part 1, which requests information about how the Offeror will provide interpretive information?

**SERVICE RESPONSE:** Principal Selection Factor 1, Part 2 is intended to solicit responses detailing interpretive content and how you would deliver it to visitors during the required tours of Fort Jefferson. Principal Selection Factor 2, Subfactor 2(b), Part 1 is intended to solicit explanations of proposed interpretive methodology aboard the vessel (e.g., interpretive videos). The Service has amended the Proposal Package to clarify this requirement.

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**QUESTION 38:** For Principal Selection Factor 4, Subfactors 4(a) and 4(b), will the NPS assign scores for Offerors that are between 0 points and 0.5 points, such a tenth-points? Or are these two factors “binary” scoring wherein Offerors either get the half-point (0.5) or get 0 points?

**SERVICE RESPONSE:** As stated in the proposal package, the Service may award between zero and one-half a point for each of these subfactors. The Service reserves the right to award any score within the range, including tenth-points.

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**QUESTION 39:** Regarding the spreadsheets provided by the NPS for the 10-year projections for PSF4, will the Service please explain the difference between Year 10 (final year) of the Cash Flow Statement and the Recapture of Investment Form? A typical projection for a 10-year “project” such as this would assume liquidation on the Cash Flow Statement at the end of the final year, so we are unclear as to the purpose of the Recapture of Investment Form and Assumptions.

**SERVICE RESPONSE:** The Recapture of Investment form requires a detailed description of what investments would be recaptured at the end of the contract. Such investment recaptures would likely be included on the Cash Flow Statement.

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**QUESTION 40:** How will the NPS discover and verify Marine Casualties, including reportable injuries (treatment beyond first aid), that are not listed on the given USCG website?

**SERVICE RESPONSE:** The offeror should disclose all Marine Casualties in its proposal package. The Service has the ability to research all Marine Casualties using resources in addition to the USCG website.

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**QUESTION 41:** Regarding the NPS estimate of \$700,000 for “startup costs and working capital” – will the Service please provide a more detailed breakdown of the components of this estimate? If not, why not?

**SERVICE RESPONSE:** The Service provides an estimate for startup costs and working capital based on the Service’s understanding of reasonable costs needed to start the services provided under the Draft Contract. Offerors may propose startup costs and working capital estimates greater or lesser than our estimate based on the offeror’s own due diligence.

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**QUESTION 42:** Does the NPS have any limitations as to the size of the pages that are submitted with Offerors’ proposals? We have seen letter size in other solicitations but cannot find any references to page size in this prospectus.

**SERVICE RESPONSE:** The offeror must submit proposals on letter-sized (8.5" x 11") paper. The Service has amended the proposal package instructions to include this requirement.

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**QUESTION 43:** Will the Service provide the wage determinations under the Service Contract Act that apply to this concession contract, such as those for Captain, Lead Deck Hand, Deck Hand, etc.?

**SERVICE RESPONSE:** The Service has requested that the U.S. Department of Labor provide the wage determinations that will apply to the Draft Contract. The Service will provide this information to the Concessioner before the start of the Draft Contract.

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**QUESTION 44:** Regarding the current concessioner's practice of conducting a cash raffle on board the ferry to give away a free ferry trip and/or logo merchandise: will the new concession contract allow the concessioner to conduct these cash raffles? What are the limitations and/or rules and restrictions?

**SERVICE RESPONSE:** If requested, the Service may allow the Concessioner to continue to conduct cash raffles outside of the park's boundaries.

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**QUESTION 45:** Regarding the current concessioner's practice of a PA announcement from the captain telling passengers to show the ferry crew "some appreciation," i.e. a gratuity, as they disembark, does the new concession contract allow or forbid this practice? Please provide any relevant details. Regarding the current concessioner's practice of having the lead deckhand stand at the bottom of the gangway with a tip bucket to collect gratuities, does the new concession contract allow or forbid this practice? Please provide any relevant details.

**SERVICE RESPONSE:** The Draft Contract prohibits the Concessioner from soliciting gratuities for services provided under the Draft Contract. Please refer to Contract Exhibit A – Operating Plan Part 4)B)(4).

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**QUESTION 46:** Under the new contract, must the concessioner stop selling food or other items at a certain time? For example, can the concessioner operate the snack bar even while passengers are disembarking after the trip in Key West?

**SERVICE RESPONSE:** The Draft Contract does not address whether the Concessioner may operate the snack bar while passengers disembark in Key West. If the Concessioner wishes to provide this service, the Concessioner must secure all approvals required by state or local law.

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**QUESTION 47:** Regarding the current concessioner's practice of opening the on-board bar at 2pm, rather than when they ferry disembarks from Garden Key, will the Service please clarify the requirement for the new contract for the beginning time for alcohol sales?

**SERVICE RESPONSE:** The Service will allow the Concessioner to conduct on-board alcohol sales 45 minutes prior to departure so long as no alcoholic beverages sold are taken ashore.

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**QUESTION 48:** We noticed that the current concessioner advertises the ferry ride at 2 hours 10 minutes or 2 hours and 15 minutes, but the travel time is actually 2.5 hours. Does the new concession contract require the concessioner to accurately advertise the correct travel time of the ferry?

**SERVICE RESPONSE:** Section 10)C) of the Operating Plan requires the Concessioner to submit to the Service, for the Service's approval, all promotional and public information and material related to the services provided under the Draft Contract. That information and material should include accurate time estimates for the ferry ride.

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The Service also received a general request from an interested party to allow additional pages to respond to all Principle and Secondary Selection Factors. The request included specific requests to increase page limits for PSF 2, Subfactors 2(a) and 2(b), and SSF 2, Part 2. The Service has increased the page limit for PSF 2, Subfactor 2(a) from two (2) to four (4) pages and the page limit for PSF2, Subfactor 2(b) from three (3) to four (4) pages. The Service has amended SSF2, Part 2 to clarify what provided information will not count toward the page limit.

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**Service Amendments to Prospectus Documents for Solicitation No. CC-DRT0001-21**

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Below is a summary of the amendments, including those amendments made in response to Offeror's questions as described above. The Service amended the Notice of Intent to Propose and Proposal Submission due dates, the Proposal Package Instructions, the Proposal Package, the Business Opportunity, and Appendices.

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**1) Notice of Intent to Propose and Proposal Submission Dates**

The Service has extended the period of Notice of Intent to Propose from 4:00 p.m., March 2, 2020, to 4:00 p.m., March 11, 2020. The date to submit proposals has been extended from 4:00 p.m., March 30, 2020, to 4:00 p.m., April 2, 2020.

The Service notes that one of the primary objectives of the National Park Service Concessions Management Improvement Act of 1998 is to enhance competition and believes ensuring potential offerors have sufficient time to submit Notice of Intent to Propose and Proposals will enhance competition.

The Service has amended the Prospectus Inside Cover to include these updates.

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**2) Proposal Package Instructions and Proposal Package**

The Service has amended the proposal package instructions and the proposal package response format information to include the requirement that all proposals must be submitted on letter-sized (8.5" x 11") paper.

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**3) Proposal Package, Principal Selection Factor 1, Part 2**

Delete the following, in its entirety:

Describe how you will educate day visitors and campers about, and instill in them an appreciation for, the natural, cultural, and scenic resources of the park.

Replace with the following:

Describe how you will develop effective interpretive programming to educate visitors about, and instill in them an appreciation for, the natural, cultural, and scenic resources of the park during the Concessioner provided tours of Fort Jefferson.

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**4) Proposal Package, Principal Selection Factor 2, Subfactor 2(a)**

The Service has increased page limits for PSF2, Subfactor 2(a) from two (2) to four (4) pages.

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**5) Proposal Package, Principal Selection Factor 2, Subfactor 2(b)**

The Service has increased page limits for PSF2, Subfactor 2(b) from three (3) to four (4) pages.

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**6) Proposal Package, Principal Selection Factor 2, Subfactor 2(b), Part 1**

Delete the following, in its entirety:

Describe how you will provide interpretive information (e.g., via static display, digitally downloadable, recorded, live, or combination) to ensure a high-quality visitor experience and understanding of Dry Tortugas National Park prior to arrival at Garden Key.

Replace with the following:

Describe the method you will use to provide interpretive information onboard the ferry (e.g., via static display, digitally downloadable, recorded, live, or combination) to ensure a high-quality visitor experience and understanding of Dry Tortugas National Park prior to arrival at Garden Key.

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**7) Proposal Package, Principal Selection Factor 3, Subfactor 3(c), Definition of Offeror**

Delete the following, in its entirety:

Offeror will mean the Offeror, its affiliates, parent, subsidiaries, predecessor companies, or any other related business entity, as well as any of its principals and employees (collectively, the "Business Entities").

Replace with the following:

Offeror will mean the Offeror; its affiliate, parent, subsidiary, and predecessor companies; other related business entities; and the Offeror's principals and employees (collectively, the "Business Entities").

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**8) Proposal Package, Secondary Selection Factor 2, Part 2**

Delete the following, in its entirety:

Your proposed primary ferry vessel must have EPA Tier 3 engines and must be placed into service by the beginning of Year 3 of the Draft Contract term (expected to be November 1, 2022). Please provide your timeline for placing a primary vessel with Tier 3 engines into service, including commitments from manufacturers. **NOTE: The selection panel will award more points to responses demonstrating firm commitments to in-service dates prior to the 11/1/22 deadline.**

Replace with the following:

Your proposed primary ferry vessel must have EPA Tier 3 engines and must be placed into service by the beginning of Year 3 of the Draft Contract term (expected to be November 1, 2022). Please provide your timeline for placing a primary vessel with Tier 3 engines into service, including commitments from manufacturers. **NOTE: The selection panel will award more points to responses demonstrating firm commitments to in-service dates prior to the 11/1/22 deadline. Commitments from**

**manufacturers do not count towards the two (2) page limit.**

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**9) Business Opportunity, Page 11**

Delete the following, in its entirety:

The Service has determined the initial ticket prices for the first year of the Draft Contract term (anticipated to begin on November 1, 2020) based on comparability and adjusted for inflation. The Concessioner must allow children under four years of age and younger to ride the ferry free; those children are not included in the daily 175-passenger limit.

Replace with the following:

The Service has determined the initial ticket prices for the first year of the Draft Contract term (anticipated to begin on June 1, 2021) based on comparability and adjusted for inflation. The Concessioner must allow children under four years of age and younger to ride the ferry free; those children are not included in the daily 175-passenger limit.

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**10) Appendices Table of Contents**

The Service has amended the Appendices Table of Contents to include Appendix E – Draft Fee Collection Agreement.

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**11) Appendix E – Draft Fee Collection Agreement**

The Service has included Appendix E – Draft Fee Collection Agreement as an appendix to the Prospectus.

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