

**EXHIBIT A
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 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. 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

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Environmentally 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) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- C) Recycling.** The act of producing new products or materials from previously used and collected materials.
- D) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that 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.

3) MANAGEMENT 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 Concession Facilities and services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the 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 manages Dry Tortugas National Park with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract

management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services and facilities
- (3) Review and approval of rates charged for all commercial services

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Passenger Ferry*
 - (a) The Concessioner must provide passenger ferry service seven days per week year-round, including all federal or state holidays, with one round trip from Key West to Garden Key each day, weather permitting. Departure times from Key West may not be earlier than 8:15 a.m., and departure times from Garden Key may not be earlier than 3:15 p.m. Travel time between Key West and Garden Key may not exceed 2.5 hours. The Concessioner must provide at least 4.5 hours of dock time at Garden Key.
 - (b) Annual haul-out and other maintenance. Within **30 days of the Contract's effective date**, and **by January 31 of each year thereafter**, the Concessioner must provide the Service a schedule of days when the vessel will be out of the water and ferry service will not be provided. To the best of its ability, the Concessioner must take into consideration seasonality and must make reasonable efforts to minimize the number of days when its ferry vessel is out of service.
- (2) *Passenger Ferry Schedule Approval and Changes*
 - (a) If the Concessioner wishes to modify the ferry's operating hours, the Concessioner must submit to the Service a written proposal for the Service's review and approval or disapproval. The Concessioner may not implement a proposed modification unless and until the Service has approved it in writing.
 - (b) The Service may request the Concessioner to alter the departure schedule of the passenger ferry. The Service will notify the Concessioner of any requested changes to the departure schedule at least 60 days in advance of the effective date of the change. The Service will make every effort to provide timely requests of required changes.
 - (c) The Service may require occasional closures or cancellations, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any non-emergency required closures or cancellations.
 - (d) If a weather emergency requires a sudden unscheduled closure or cancellation, the Concessioner must promptly notify the Service by contacting the Service's Concessions Management Specialist. The Concessioner also must notify the Concessions Management Specialist of unscheduled closures or cancellations for any non-weather events as soon as possible after learning of the closure or cancellation.
- (3) *Interpretive Tours*. The Concessioner must provide at least one interpretive tour leader who will give a 30-minute interpretive overview tour of Fort Jefferson within 30 minutes after the ferry docks at Garden Key. The Concessioner must also provide at least one interpretive tour leader who will give a minimum of one 60-minute tour of Fort Jefferson following the 30-minute introductory talk.
- (4) *Equipment Rentals*. The Concessioner must offer rentals of camping equipment and kayaks to visitors. The Concessioner must offer those rentals both online and prior to boarding the ferry in Key West. The Concessioner must transport all camping equipment and kayaks on the ferry back and forth from Key West; the Service will not permit the storage of camping equipment or kayaks on Garden Key.
- (5) *Retail Sales*. The Concessioner must have convenience items available for sale while the ferry is in transit.
- (6) *Annual Meetings*. The Concessioner must meet with the Service annually, **no later than November 1 of each year**, to review the Operating and Maintenance Plans and to discuss planned operations for the upcoming calendar year. During that meeting the Service will inform the Concessioner of Service projects potentially affecting the concession operations. In conjunction with the Service's providing the Concessioner with its Annual Overall Rating for the previous calendar year under Section 4)D)(3) below, the Service will meet with the Concessioner to review and discuss the Concessioner's operations during the previous calendar year.

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 and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession management guidelines. Rate approval methods are subject to change.

(a) Passenger Ferry Rates. Rates for the passenger ferry will be determined based on Comparability. Initial rates for the first year of operation under the Contract are:

Passenger Category	Year 1 Draft Contract
Adults	\$175
Seniors 62+/Students/Military	\$165
Children (4-16)	\$135

The Service will review selected comparables with similar characteristics operating within the United States' southeastern region and other areas for rate comparability. The Service may not complete or approve comparability analyses for passenger ferry rates until rates are available from applicable comparables.

The Concessioner must implement and conform to all maximum rates for passenger ferry service specified by the Service beginning at the Contract's effective date.

(b) Retail Sales. Prices of items offered for retail sale will be determined using Manufacturer's Suggested Retail Price (MSRP) or, if this is not available, Competitive Market Declaration. Retail items must be clearly marked with a price. The Concessioner must submit to the Service, for its review and approval or disapproval, a list, including descriptions, of all retail items and their prices to the Service within **30 days of the Contract's effective date.**

(c) Equipment Rentals. Rental rates will be determined by Comparability. The Concessioner must submit to the Service, for its review and approval or disapproval, a list and description of all kayak, camping equipment, and other authorized equipment rental items and their prices to the Service within **30 days of the Contract's effective date.**

(d) All Other Rates. All other rates will be determined by the appropriate method. Before offering any item for sale or rent, the Concessioner must submit to the Service, for its review and approval or disapproval, proposed rates for the sale or rental of the item.

(2) *Rate Approval Process*

(a) Annual Rate Changes. All rates charged by the Concessioner, whether determined by comparability or Manufacturer's Suggested Retail Prices (MSRPs), must be submitted to the Service for approval prior to implementation. The Concessioner may submit annual requests for rate changes between September 1 and October 1.

The Service will approve, disapprove, or adjust rates using selected comparables or other appropriate sources based on the rate determination methodology, and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service may attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and must provide information to substantiate the requested rate increases in sufficient detail for the Service to be able to replicate results using the methodology specified in the Service's current Rate Administration Guide. If the Concessioner is not seeking an annual rate increase, then the Concessioner must notify the Service of this fact in writing by October 1 of each year.

(b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The Service's current Rate Approval Guidelines outline the information the Concessioner must include in the request.

- (c) Approved Rate Posting. The Concessioner must prominently post all approved rates for goods and services provided to the visiting public.
 - (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
- (3) *Discounted and Complimentary Rates*.
- (a) Other Discounts. Subject to the Service's approval, the Concessioner may offer rate discounts. At least 30 days before offering the discounted rates to the public, the Concessioner must submit to the Service, for its review and approval or disapproval, all proposed discounted rates or changes to existing discounted rates. Each proposed discounted rate must specifically identify the group (e.g., children, seniors, active military, or school groups) and time period to which it would apply
 - (b) Complimentary Rates. The Concessioner must provide complimentary fares for Area personnel, volunteers, and partners performing work-related activities in support of concession visitor services aboard the vessel. These passengers will not displace paying passengers touring the Area; the Concessioner may sell 175 tickets per departure. Area personnel, volunteers, and partners and children under the age of 4 are in addition to this 175-passenger limit (they are not counted toward the limit).
- (4) *Tipping*. Concessioner employees may not solicit tips related to any visitor service onboard the ferry, during boarding or disembarkation, on the docks, in the ferry terminal, or within the Area. The Concessioner may not mention tipping on signs, in videos, or in any communication to passengers.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible.

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 Commercial Services Review Program (specifically the *Transportation – Passenger Vessel/Ferry* standards), National Park Service Concessions Management Guidelines, and acceptable boat transportation and hospitality industry practices. The Service and the Concessioner together will periodically inspect and monitor Concession Facilities, vessels, 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 Concession Review Program*. The Service may evaluate the Concessioner's services or facilities to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The Service will use the results of individual service or facility evaluations to prepare an Annual Overall Rating Report. In conducting the individual service or facility evaluations, the Service may request the assistance of third-party subject matter experts, and the findings of such experts may be incorporated into the Service's 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. In determining the Concessioner's Annual Overall Rating, the Service may consider the Concessioner's performance in addressing deficiencies identified in these evaluations on schedule and in a timely manner. The Service may enter or visit the Concession Facilities and embarkation sites at any time for the purpose of performing inspections or evaluations.

- (a) Periodic Operational Evaluations. The Service may conduct announced or unannounced periodic operational evaluations of Concession Facilities and services (specifically considering the standards specified in *Transportation – Passenger Vessel/Ferry*) to ensure conformance with applicable operational standards.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner with an Annual Overall Rating for each calendar year by **April 1 of the following 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, Public Health Program Report, and Asset Management Program Evaluation 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, vessel, automobile, 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 will 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 fires 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 inspections of all Concession Facilities in accordance with its documented Risk Management Plan.
- (d) Environmental Management Program Report. The Service will 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 documents 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. The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
- (e) Public Health Program Report and Inspections. A representative of the Service's Public Health Program will 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.
- (f) Asset Management Program Evaluation. The Service will annually conduct an evaluation of the Concessioner's Asset Management Program. Asset management will also be a component of Periodic Operational Evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities in accordance with its documented Asset Management Plan.
- (4) *United States Coast Guard (USCG) Inspections.* The USCG is responsible for certifying all vessels used by the Concessioner in required operations as passenger-carrying vessels. Federal regulations require vessels of the type operated by the Concessioner to have a valid Certificate of Inspection issued for a one (1) year period by the USCG. The Concessioner must ensure that vessels are inspected in accordance with all USCG inspection programs and requirements. The USCG is the federal agency that has jurisdiction to enforce all fire, safety, and operational codes relating to the vessels. The Concessioner must provide a copy of the results of all USCG inspections to the Service **within 48 hours of completion** and a copy of the inspection certificate(s) when received. The Service may request copies of USCG inspection reports and certificates at any time from the Concessioner.
- (5) *Other Audits or Inspections.* As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.

- (b) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities, embarkation sites, and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
- (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.
- (d) Other Inspections. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required or authorized by the Contract.
- (b) Smoking Policy. All Concession Facilities, including vessels, are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking may be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.

(2) Entrance Fee Collection

The Service intends to enter into an entrance fee collection agreement with the Concessioner, which will set out the terms for, and govern, fee collection.

(3) Ticketing

- (a) Information Telephone System. The Concessioner must have a recorded telephone message updated daily with information specific to the day's activities. The Concessioner must respond to telephone messages **within 24 hours of each inquiry**.
- (b) Reservation System. The Concessioner must utilize a computerized reservation system for all ticket sales. The computerized reservation system must provide visitors with the option to make reservations and ticket purchases online up until the time of departure or until a trip is fully booked. The system must give campers the ability to rent kayaks and camping equipment, pay additional fees for transporting equipment, and select their return ferry date. The system must be able to create tickets that can be displayed on mobile devices.
- (c) Visitor Accommodation. When reservation groups arrive at the docking area, accommodation of the reserved group may not interfere with accommodation of regular, non-group or walk-up visitors.
- (d) Third-Party Ticket Sales. The Concessioner may propose third-party joint ticketing opportunities with other commercial enterprises and attractions in the area, such as ticket sales offered by local lodging operators to guests (e.g., package/group discounts for hoteliers), cruise lines, and others. The Concessioner must redeem all vouchers used to purchase tickets through these joint ticketing partner facilities for a ticket or boarding pass prior to allowing passengers to board the ferry. The Concessioner will keep detailed records of third-party ticket sales and include such ticket sales revenues and commissions from these third-party sales in the calculation of Gross Receipts for franchise fee calculation purposes. Agreements for third-party ticketing arrangements between the Concessioner and other parties are subject to the Service's prior written approval before being finalized.
- (e) Cancellations and Refunds. In the event that a passenger ferry fails to complete a scheduled trip, visitors must be able to receive refunds to their original form of payment. **Within 90 days after the Contract's effective date** the Concessioner will develop and provide to the Service for review a Cancellation and Refund Policy addressing deadline times prior to day and time of departure, fair and reasonable treatment of reservations on marginal weather days, etc. Cancellation policies must be submitted and approved as part of the Concessioner's annual rate request, and any other changes to the policy must be approved by the Service 30 days prior to implementation.

- (4) Interactions with Wildlife. The feeding of wildlife within the Area is prohibited. The Concessioner may not encourage the feeding of wildlife within the Concession Facilities or on vessels by displaying food, such as popcorn or bread, in such a manner that implies approval of the feeding of wildlife.

- (5) Visitor Comments. The Service is piloting a centralized, web-based visitor satisfaction program to solicit feedback from concession customers. Results from this program will be made available to the concessioner.

The Concessioner must adopt the Service's program when it is made available. At that time, the Concessioner must discontinue any comment card or on-line/electronic program it maintains to solicit visitor feedback directly. Until such time when the Service's web-based visitor satisfaction program is available, the Concessioner must do the following:

- (a) The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, onboard vessel experience, product mix, pricing, and overall Area experience. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities, including the tour waiting area. The Concessioner must also make available comment cards onboard the vessels.
- (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) The Concessioner must immediately provide the Service with copies of all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
- (d) The Service may forward to the Concessioner any comment or complaint received regarding Concession Facilities or services. The Service will respond to all comments or complaints that it receives and will forward to the Concessioner copies of the Service's responses.

The Concessioner must investigate and make an initial response to any complaints **within 10 business days of receipt**. The Concessioner must provide a copy of any responses to the Service.

- (e) On a monthly basis, the Concessioner must provide to the Service copies of all customer comment cards submitted by visitors and a tabulation of the visitors' ratings of the Concessioner's services. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service-related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service **within 15 days of the end of each month**. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.
- (6) *Firearms.*
- (a) The Concessioner is responsible for determining how it will inform visitors of, and ensure compliance with, federal and state firearm possession laws. The Concessioner should consult with the state attorney general's office with regard to relevant state firearms laws.
 - (b) **Within 60 days of the Contract's effective date**, the Concessioner must submit to the Service, for its review and approval or disapproval, a copy of the Concessioner's proposed written policy for informing visitors of, and ensuring compliance with, federal and state firearm possession laws. The policy also should include a plan for management of firearm possession with respect to the Concessioner's activities.
 - (c) Concessioner employees may not carry firearms while on duty. The Service 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 Service may provide a written response to the Concessioner.

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. The Concessioner must attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol use and must 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, including all vessel captains, to participate 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 employees. 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 may 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 will be made available to the Service.
- (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (e) Service Employees. The Concessioner may not employ in any status a Service employee or the spouse or minor child of a Service employee without obtaining the Services' prior written approval. The Concessioner may 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. The Concessioner must provide appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
- (c) 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:
- The Concessioner must provide Area specific training to all employees.
 - The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
 - Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
 - The Concessioner will provide life-safety training as required by the USCG for all employees prior to duty assignments and working with the public. The Concessioner must have at least one crewmember onboard all ferries that is trained in first aid and CPR.
 - 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 ferry vessels. Training should emphasize sensitivity to and communication with passengers with disabilities, to ensure staff can effectively assist and communicate with guests, especially during emergencies.
 - The Concessioner must provide interpretive training for all employees who interact with visitors. The Concessioner will provide its own interpretive training materials as well as materials provided by the Service. Interpretive training must incorporate information provided by the Service specifically for this purpose. The Concessioner must designate a lead interpretive specialist who will work closely with the Service and train other Concession employees. The Concessioner's lead interpretive specialist must attend Service training sessions annually when offered; the Service may make training available to additional Concessioner staff.
 - Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U.S. Public Health Service Food Code.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (3) Employee Handbook. The Concessioner must develop and provide all employees with an employee handbook setting out the policies and regulations of the Concessioner and the Service. Among other things, the handbook should include the Concessioner's personnel policies, customer service approach, and any internal management standards. The Concessioner must provide a copy of the handbook to the Service **within 60 days of the Contract's effective date** and must forward an updated copy of any updates to the Service.

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 Service standards, *Water Ferry Transportation and Rentals – Recreational Equipment*, specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents 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) Passenger Ferry Service

(1) General

- (a) Service. The Concessioner must provide year-round, round-trip scheduled passenger ferry service from Key West to Garden Key. At Garden Key, visitors will disembark and embark at the dock area specified in Exhibit C of the Contract. The Concessioner must provide all departures from the Key West Ferry Terminal.
- (b) Vessel Captain. Each vessel captain employed by the Concessioner will be responsible and in full control of each vessel at all times the vessel is in operation. **Within 15 days of the Contract's effective date** and within 48 hours of each new hire or license renewal, the Concessioner will forward to the Service a copy of each vessel captain's operating license and supporting data, as required by the USCG for passenger vessels of the class, type, and size used by the Concessioner. All vessel captains and crewmembers shall maintain current USCG certifications and licenses to lawfully operate the vessels used to provide the required services specified in the Contract. All licenses and certifications will be available for inspection by the Service upon request.
- (c) No Smoking. The Concessioner must enforce a no-smoking policy onboard all passenger ferry services. The Concessioner will post no-smoking signage conspicuously throughout the vessel. In addition, the recorded public safety announcements made on the vessels will reinforce this no-smoking policy.
- (d) Ticketing Categories. The Concessioner must provide the following ticketing categories: Adults (age 17-61), Senior (ages 62 and older), Children (ages 4-16), and Active Military. The Concessioner may not charge for children under the age of 4.

(2) Trip Specifications

- (a) Maximum Number of Passengers per Trip. The maximum number of paying passengers per departure is limited to 175. Children under the age of 4 and Service, volunteer, and partner personnel conducting work in the Area are not included within this limitation. These personnel may not displace paying passengers. The Concessioner must allow campers to select their ferry return date during the reservation process, and the Concessioner must manage the reservation process to ensure that there is sufficient storage space onboard for all campers who have reservations for each ferry trip.
- (b) Log Book. The Concessioner must maintain a log book of the daily trips made. The Concessioner must make the log book available upon request for inspection by the Service. The Concessioner must provide monthly and yearly reports as required in the Contract. The log book must record:
 - The time of departure and location of departure for each trip;
 - The time of arrival at each destination (Garden Key, Key West) for each trip;
 - The number of passengers, with separate subtotals for day visitors, campers, government, Concessioner visitors, contractors, and crew for each trip;
 - Any unexpected event or incident that may have occurred; and
 - Any scheduled trip missed and the reason for the cancellation.
- (c) Termination of Trips. If the Concessioner must cancel or terminate a scheduled trip, the Concessioner must immediately notify the Service of that fact. The vessel captain or the Service may cancel a scheduled passenger ferry trip for the following reasons:

- Foul weather or any other hazardous conditions that might materially affect the safety of passengers and the vessels.
 - Passenger or staff injury or illness. In the event of injury or illness on board, the Concessioner must arrange or provide emergency transportation to obtain medical treatment.
 - Mechanical breakdown. In the event of any interruption of the established schedule due to mechanical breakdown, the Concessioner must, at its sole expense, retrieve any stranded visitors as soon as practicable.
- (3) *Minimum Vessel Requirements.* The Concessioner must have one vessel dedicated solely to the passenger ferry service. In addition to complying with the Minimum Vessel and Engine Requirements found in the Contract (Section 8(e)) and the applicable *Concessioner Operational Performance Standards, Water Ferry Transportation*, all vessels the Concessioner uses to provide the required services under this Contract or described in this Operating Plan, including vessels the Concessioner uses to replace or substitute for its primary ferry vessel, must comply with the following requirements:
- (a) Must have current, valid USCG Certificates of Inspection and Stability Letters for passenger ferry service provided under the Contract;
 - (b) Must have a minimum passenger capacity, as specified by the USCG, of at least 190 passengers with interior seating for all passengers. There must be personal flotation devices onboard for all passengers, including the 175 paying passengers, children under the age of 4, personnel conducting business in the Area, and crew members;
 - (c) Must have at least 1,000 cubic feet of storage capacity to transport camping equipment (including kayaks) for all ticketed passengers with gear as well as potable water containers;
 - (d) Must have a maximum draft of 7.5 feet;
 - (e) Must have a maximum length of 140 feet;
 - (f) Must have a cruise speed of 26 knots, fully loaded in waters with significant wave heights no less than 8 feet;
 - (g) Must offer access to persons with disabilities;
 - (h) Must be capable of accessing, docking and safely loading and unloading passengers at all docks/piers assigned to or used by the Concessioner during all normal tidal conditions;
 - (i) Must be capable of navigating the passenger ferry route; and
 - (j) Must have one fully-enclosed passenger deck [capable of safely accommodating ... passengers?];
- (4) *Fuels & Lubricants*
- (a) The Concessioner must use Ultra Low Sulfur Diesel in all vessel diesel engines throughout the term of the Contract.
 - (b) The Concessioner must use Environmentally Acceptable Lubricants (EALs) for oil to sea interfaces.
 - (c) Environmentally preferable alternative refrigerants including 407C type refrigerant must be used in all HVAC systems (Concessioner must not use R-22 Freon).
- (5) *Engine Idling While Docked.* The Concessioner may not idle the propulsion engines for more than ten (10) minutes prior to departure from any site.
- (6) *Interpretation*
- (a) *Interpretive Plan.* The concessioner must submit a written plan for its interpretive program to the Service **within 90 days of the Contract's effective date** which outlines for both non-personal (brochures, website, maps, bulletins, video and audio presentations, placemats, hang-tags, etc.) and personal services, a description of topics to be covered, bibliography of resource materials, and the scope of employee training. The plan will be developed with the assistance and approval of the Area's Division of Interpretation. Topics must include the natural and cultural resources of the Area, including the marine and terrestrial environment and Fort Jefferson, including shipwrecks and other submerged cultural artifacts. The plan will be maintained for the duration of the Contract, and will be reviewed and updated at least every two years. The plan will include, but is not limited to: displays, website content, onboard narrative script, onboard video script, snorkeling orientation script, kayak rental orientation script, NPS Interpretive Development Program Concessioner staff training, onboard newsletter or newspaper, and Junior Ranger program.

- (b) *Onboard Interpretive Programming.* The Concessioner must submit for Service approval a script for the onboard narrative **within 90 days of the Contract's effective date**. Interpretive programming must be based on the Area's Long-Range Interpretive Plan. The Concessioner has the primary responsibility for the onboard interpretive program. The Service will work with Concessioner to develop and coordinate interpretive programs, including any staffing plans for Service-provided staff or volunteers. The concessioner must equip the ferry vessel and any interim vessel with a public address system and video monitors meeting the approval of the Service. The video monitors will be used for orienting visitors to Dry Tortugas National Park. All video programming will be closed captioned for the hearing impaired.
- (c) *Area Interpreters.* The Service may, at its discretion, provide interpretive staff or volunteers to provide onboard orientation and informal interpretation while the vessel is traveling to and from Garden Key. Area interpretive staff or volunteers providing this function will not count against the passenger limits, and the Concessioner will not be responsible for the payment of Area staff salaries. The Service will not pay a passenger fare for Area employees or volunteers who provide this function.
- (d) *Interpretive Tours at Garden Key.* The Concessioner must provide at least one interpretive tour leader who will provide a 30-minute orientation of Fort Jefferson within 30 minutes after the ferry docks at Garden Key. The Concessioner must also provide at least one interpretive tour leader who will give a minimum of one 60-minute tour of Fort Jefferson following the 30-minute orientation. Tour group size is limited to 25 people per tour. The Concessioner must have sufficient interpretive staff to meet on-the-fly demand for tours so that each tour group remains in compliance with the limit of no more than 25 visitors per group. The Concessioner must provide a sufficient number of tours to meet passenger demand and allow seaplane passengers and other Area visitors to join the tour groups. **Within 90 days of the Contract's effective date**, the Concessioner must submit to the Service, for its review and approval or disapproval, a narrative script for the 30-minute orientation and the 60-minute tour.
- (e) *Self-Guided Audio Tours.* The Concessioner must offer its patrons self-guided audio tours at Ft. Jefferson in Garden Key.
- Content. The Area will develop the program and content of the audio tour, which will be provided to the Concessioner at no charge. The Concessioner does not have an exclusive right to offer the audio tour to Area visitors other than its own concession patrons.
 - Pricing. At the same time that the Concessioner submits to the Service the other pricing requests described in Section 4) above (General Operating Standards and Requirements), the Concessioner must submit to the Service, for its review and approval or disapproval, proposed rates for the self-guided audio tour for ferry patrons. The Concessioner may also request the Service's approval of proposed rates for the self-guided audio tours for visitors to the Area who are not ferry patrons.
 - The Concessioner must purchase, maintain, and make available to its patrons at all times at least 50 audio tour players and headsets. The Concessioner must also inform passengers of the availability of downloadable audio files during the reservation process and prior to boarding the ferry.
- (f) *Snorkeling Equipment.* The Concessioner must provide an adequate number of sets of dry top snorkels, masks, and fins, plus a reserve for breakage, for all ferry passengers wanting to snorkel. The Concessioner must issue each snorkeler a whistle and a buoyancy compensator vest (BCV). The Concessioner must encourage all snorkelers to wear BCVs while in the water. The Concessioner must disinfect and clean equipment on a daily basis. The concessioner will submit a snorkel equipment cleaning proposal for superintendent review within 30 days of the contract start date. Full-face snorkels are prohibited.
- (g) *Snorkeling Orientation.* The concessioner must submit a script for snorkeling orientation to the Service **within 90 days of the Contract's effective date**. The Concessioner must provide a qualified employee to provide instruction to visitors on the proper use of snorkeling gear. Instruction must include information on the proper procedure for clearing a mask. The instructor also must deliver appropriate resource protection messages about sensitive sea grass beds and corals, as well as personal safety messages (e.g., sea urchins, barracudas, and fire coral).

- (h) *Service Publications.* The Concessioner will distribute the Dry Tortugas National Park newspaper. The Concessioner must provide Area bulletins or other publications to passengers at the request and expense of the Service.
- (7) *Food and Beverage Service Onboard*
- (a) *Overview.* The Concessioner must provide a buffet breakfast and lunch to ferry passengers and must offer additional snack items and beverages for sale. After the ferry docks at Garden Key, the Concessioner may offer food and beverages for sale to visitors who are not ferry passengers.
- (b) *Timing.* The Concessioner must offer breakfast to passengers upon boarding the vessel at Key West and continue to offer breakfast for one hour after departure. The Concessioner must offer a buffet lunch onboard from 11 a.m. to 1 p.m. The Concessioner must strongly encourage passengers to consume their meals onboard the vessel to minimize gull feeding and litter in the Area.
- (c) *Pricing.* Breakfast and lunch buffets are included in the ticket price for ferry passengers. If the Concessioner chooses to offer lunch for sale to visitors to Garden Key who are not ferry passengers, the Concessioner must determine by comparability the prices it charges those visitors. All such prices are subject to the Service's approval. The Service will allow the Concessioner to provide an identification/verification process to identify, verify, and separate concession patrons from other visitors to the Area.
- (d) *Manager.* The Concessioner must ensure that a manager is in the food service area during peak serving hours. The Concessioner must have at least one employee on duty at all times who is certified as a ServSafe Food Protection Manager by the National Restaurant Association.
- (e) *Menus.* **Within 90 days of the Contract's effective date**, the Concessioner must provide to the Service proposed menus for the breakfast and lunch buffets. The Concessioner must integrate the NPS Healthy Food Standards into its menus. All menus are subject to Service approval.
- (f) *Alcoholic and Other Beverage Sales.* If the Concessioner chooses to sell alcoholic beverages during the return trip from Garden Key to Key West, it may not sell alcoholic beverages to patrons while docked at Garden Key. At all times the Concessioner must have at least one manager on board the ferry who has completed a state or nationally accredited liquor law training program.

C) Retail Service

- (1) *Guidelines.* On board the ferry the Concessioner must offer for sale convenience items, apparel, and Area-related gifts and souvenirs. In its sole discretion the Service may review and approve or disapprove any merchandise offered for sale.
- (2) *Gifts and Souvenirs.* Gift and souvenir offerings must have a direct relationship to the Area, its environs, history, or other related environmental or cultural themes.
- (3) *Convenience Items.* The Concessioner must offer for sale a range of convenience items appropriate for the Area. Only items necessary for visitor use and enjoyment of the Area, including reef-safe sunscreen, photography supplies, long-sleeve shirts, and hats may be offered.
- (4) *Labeling and Certification*
- (a) The Concessioner must label all merchandise with a selling price, point of origin, and other identification as available. The Concessioner may mark identical items by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, or other methods approved by the Service.
- (b) Handicraft Labeling. Handicraft items must be specifically labeled as such.
- (c) Natural Product Labeling. The Concessioner must label merchandise made from natural products to indicate that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
- (d) Certification. If a merchandise item is considered a handicraft or Native American handicraft, the Concessioner must have a certificate from the handicraft producer or association of producers that the item was made in accordance with the production of standards required for that designation.

D) Equipment Rental

- (1) *Types of Rental Equipment.* The Concessioner must provide rental equipment in accordance with the Service's *Rentals – Recreational Equipment Standards*. The Concessioner may rent kayaks and camping

equipment only to overnight campers (not day-use passengers). The Concessioner must maintain an inventory of at least four (4) tandem and two (2) single brightly colored and clear kayaks along with the associated equipment (paddles, PFDs, VHF radios, and signaling devices). For the required camping equipment rental service, the Concessioner must have at least 4 sets of equipment available, including 4 tents, 8 sleeping bags, 8 pads, 8 lanterns, 8 folding chairs, and 4 sets of cooking equipment.

- (2) *Equipment Quality.* The Concessioner must provide all rental equipment to the public in clean, undamaged, and complete condition, and the equipment must meet all required public health and safety standards.
- (3) *Safety Equipment and Instruction.* The Concessioner must provide the appropriate safety equipment and give operating and safety instructions prior to allowing rental customers to operate rented equipment. The Concessioner must train its equipment rental staff adequately to provide instructions to visitors on the safe and appropriate use and operation of all equipment that is available for rent.
- (4) *Equipment Maintenance.* The Concessioner must maintain in safe and complete working order all rental equipment in accordance with manufacturers' recommendations.
- (5) *Point of Sale and Equipment Pick-Up Locations.* The Concessioner must make all equipment rental transactions online or at the Key West embarkation site. No transactions will be allowed on Garden Key. Visitors must be allowed to receive equipment at the ferry terminal or on Garden Key.

E) Potable Water. The Concessioner must sell potable water in containers that hold at least five gallons., i.e., the Concessioner may not sell potable water in containers that hold less than five gallons.

F) Embarkation Site

- (1) The Concessioner must operate landing and docking facilities for the ferry service in Key West through a lease or similar agreement with the City of Key West. The lease or similar agreement will include a visitor staging and ticketing location in the Key West Ferry Terminal. The Concessioner must operate all ferry departures from the Key West Ferry Terminal. The Concessioner must lease (or otherwise have a right to use) sufficient space within the terminal to conduct ticket sales, handle customer service communications, and store extra equipment.
- (2) The Concessioner may not use the Concession Facilities on Garden Key for any other purpose than to provide the required and authorized services under the Contract, unless approved in writing by the Service.
- (3) In accordance with applicable law, the Concessioner is responsible for all damage it causes to federally owned resources or facilities.
- (4) *Boarding Procedures*
 - (a) Gangways. At the embarkation site, the Concessioner will provide and handle all gangways and gates as needed to efficiently and safely load and unload passengers from the passenger ferry vessels.
 - (b) Safety Precautions. The Concessioner will observe the following safety precautions:
 - Prior to departing the docks, vessel captains will coordinate with vessel crew who will assist in managing passenger loading/unloading and docking procedures to ensure no visitors are put at risk or injured.
 - Each time the vessel moves away from the dock, all gangways and railing gates must be in the closed position. This includes emergency "pull-away," such as when large wakes approach the docks.
 - Vessel captains will utilize docking procedures that minimize bumping the docks.
 - (c) Safety Instructions. Employees of the Concessioner must provide patrons with safety instructions prior to leaving departure docks to include, at a minimum, the following information:
 - Location of life jackets and proper fit and use
 - Location of first aid kits and fire extinguishers
 - Man overboard procedures
 - Boat grounding procedures

G) Access by Persons with Disabilities

- (1) The Concessioner's vessels must meet the following accessibility requirements as of the effective date of the Contract. The U.S. Access Board is developing guidelines for access to ferries and other passenger vessels. Once finalized, the requirements of the Passenger Vessel Accessibility Guidelines (PVAG) will become minimum requirements of this Contract for the services, facilities, and amenities listed below.

The Concessioner should refer to the proposed PVAG guidelines when determining accessibility for vessels used to provide the required services under this Contract.

- (a) Accessibility Plan. The Concessioner must develop and submit to the Service for review an Accessibility Plan **within 45 days of the Contract's effective date** specific to the needs of guests with disabilities, including mobility, sight, hearing and cognition. Plan elements will include descriptions of boarding procedures and waiting areas, safety equipment used to assist a person with a disability, staff training and other protocols for passengers requiring assistance. The Concessioner must implement the Accessibility Plan starting on the effective date of the Contract.
- (b) Restrooms. At least one onboard toilet, water closet, toilet compartments (stalls), and urinal must be accessible to persons with disabilities.
- (c) Drinking Water. At least one onboard drinking fountain must be accessible to persons with disabilities, or the Concessioner must provide drinking water directly to persons with disabilities using cups provided by staff onboard the vessels.
- (d) Interpretive and Informational Features/Services. The Concessioner must provide interpretive and informational signs with visual and tactile characters and Assistive Listening Systems (upon request).
- (e) Emergency Plan and Safety Plan Announcement. The Concessioner must make the emergency plan included in safety announcements accessible to persons with disabilities. The emergency plan and safety announcement must be available in multiple formats (e.g., open captioned, American Sign Language, compatible with assistive listening devices, Braille, large print, etc.).
- (f) Food and Beverage Service. The Concessioner must provide access to food and beverage services onboard to disabled persons. The Concessioner's staff will make menus and food and beverage delivery available to persons with disabilities.
- (g) Provide tie-downs for wheelchairs onboard all vessels.

6) ENVIRONMENTAL AUDITS AND INSPECTIONS

A) Environmental Audit

The Service may conduct audits to evaluate the Concessioner's operations for environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.

B) 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 Environmental Management Program (EMP).

7) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program and the Service Risk Management Program Standards for Concessioners, found on the NPS Commercial Services website. The Concessioner must submit an initial Risk Management Plan to the Service **within 60 days of the Contract's effective date** and resubmit the plan for review by the Service annually. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

The Concessioner's Risk Management Plan will address, at a minimum, the following elements:

- Policy
- Program Scope
- Program Goals and Targets
- Accountability and Responsibility
- Resources
- Operational Procedures
- Emergency Procedures

- Communications
- Program Reporting
- Accident Reporting and Investigation
- Inspections and Corrective Actions
- Monitoring, Measurement and Improvement
- 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 CFR 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. The Concessioner must provide these plans to the Service, if requested.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement & Security

- (1) *Service.* The Service has primary jurisdiction over all violations of Federal, State, or Local laws and regulations within Dry Tortugas National Park.
- (2) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
 - (a) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities, under its control.
 - (b) The Concessioner must immediately report to the Service any observed violations of the law.
 - (c) The Concessioner must immediately report fatalities, injuries and illnesses, fires, boat accidents, property damage, illegal drug and controlled substance abuse, and any other known or alleged criminal activity to the Service and the USCG, as required by Applicable Laws.
 - (d) The concessioner must immediately inform the Service of any correspondence with USCG related to emergency or other reports.
 - (e) The concessioner must submit its vessel security plan to the Service within 60 days of award of the contract.
- (2) *Weather Preparedness Plan.* Within **90 days of the Contract's effective date**, the Concessioner must prepare a Weather Preparedness Plan and submit it to the Service for its review and approval or disapproval. The plan must cover the preparedness levels for different categories of high winds, rain, thunderstorms, tropical storms, and hurricanes and must designate specific actions that must be taken and the individuals responsible for taking those actions. As the Service's request, the Concessioner must assist the Area in the event of an on-land or on-water weather-related emergency. The initial plan will stand as the Weather Preparedness Plan for the balance of the Contract term, unless the Concessioner submits to the Service, for its review and approval or disapproval, a revised plan.

B) Emergencies

- (1) In case of an emergency onboard a vessel, the vessel captain must:
 - (a) Contact the USCG and the Service.
 - (b) Keep passengers informed of the situation and of what actions are being taken in response to it.
- (2) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities or on the Concessioner's vessels. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through Service Headquarters or by any other means necessary to make the Service aware of the incident.
- (3) The Concessioner must provide one automated external defibrillator ("AED") on each deck of each vessel, with a minimum of two AED devices onboard the vessel. At least one crewmember must be certified in the use of an AED device. The certified crew member must remain within 1½ minutes response time to the AED station and must be able to reach a victim on the vessel and commence defibrillation within 3 minutes.

- (4) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including first aid, CPR and use of an AED. In addition, at least three crewmembers on each passenger ferry trip must be CPR/AED and first aid certified and maintain a current certification. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (5) The Concessioner must ensure that all life vests onboard the ferry vessel are clearly marked and accessible. Adult and child life vests must be separated and clearly marked. The ferry must be equipped with a sufficient number of Type I Personal Flotation Devices for adults and children.
- (6) The Concessioner must provide a public address system on the ferry capable of operating for two hours on battery power.

9) UTILITY RESPONSIBILITIES

A) Conservation

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.

B) Contracting with Suppliers

- (1) The Concessioner must contract with independent suppliers to provide utility services, including water, electricity, phone, internet, propane, and all solid waste and recyclables removal from visitor-serving facilities. The Concessioner must provide prompt payment for these services.

10) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and 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:

Superintendent

Everglades and Dry Tortugas National Parks

40001 State Road 9336

Homestead, FL 33034

EVER_Superintendent@nps.gov

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media 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. 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 should 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 to provide links from the Service website to the Concessioner's website.
- (2) *Required Statements*
- (a) 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) Advertisements for employment must state that the company is an equal opportunity employer.
- (3) *Social Media*. The Concessioner may use 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 Dry Tortugas National Park.

- (a) Postings, Comments, Photos and Other Social Media Content. Content must be 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.
 - (b) All advertising and promotional content for social media sites if different from previously approved for other media must be Service approved.
- (4) Use of National Park Service Authorized Concessioner Mark (Mark)
- (a) 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 required or authorized services; 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.

11) 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 may be found on the Service's website (www.nps.gov).

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

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

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **August 1** of each year, and any significant revisions thereafter.
- (2) *Incident Reports*
 - (a) Any vessel or motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding \$500 as soon as possible.
 - (c) All suspected or known regulatory or criminal violations as soon as possible.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether employees or visitors, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agencies (Florida Office of Emergency Responses). In addition, the Concessioner must immediately report any spill in excess of 5 gallons to the Service by calling the Service's Communication Center.
- (5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

B) Operational Reports by Use

By the **15th day of the month** following each month of operations, the Concessioner must provide to the Service, in an electronic format acceptable to the Service, a spreadsheet or table that includes the following data:

- (1) Passenger Ferry:
 - (a) Monthly number of passengers (ridership);
 - (b) Breakdown of daily ridership totals for each departure time;
 - (c) Total number of tickets sold per month and year, broken down by the type of ticket sold (adult, child, senior, etc.);
 - (d) Number of passengers receiving rate discounts, broken down by discount category and corresponding rate applied;
 - (e) Monthly prevailing rates for all passenger classes;
 - (f) Counts or estimates of "Turn away" demand during the month, including times, dates, and locations;
 - (g) Number of trips canceled, dates and times of cancellations, and reason for cancellation; and
 - (h) Number and amount of refunds given.
- (2) Retail:
 - (a) Monthly number of transactions; and

- (b) Monthly revenue.
- (3) Equipment Rentals:
 - (a) Number of rentals of each type (canoes, kayaks, camping equipment);
 - (b) Monthly revenue per equipment type; and
 - (c) Equipment damaged, lost, or replaced.
- (4) Water Shuttle and Guided Kayak Tours:
 - (a) Number of visitors served per month; and
 - (b) Revenue by service by month.

By **February 1 of each year** the Concessioner must also provide to the Service, in an electronic format acceptable to the Service, an annual summary of the data described above for the preceding calendar year.

C) Concessioner Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, by the 15th of the month as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred.

D) 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.

SUMMARY OF INITIAL AND RECURRING DUE DATES

Title	Schedule	Due Date	Reference
Accessibility Plan	Initial	Within 45 days of the Contract's effective date	Operating Plan, Sec 5 G)(1)
Risk Management Plan	Initial/ Annually	Within 60 days of the Contract's effective date; updates due by December 31 of each year	Operating Plan, Sec. 7 A)
Environmental Management Program	Initial/ Annually	Within 60 days of Contract's effective date; updates due by December 31 of each year	Contract, Sec. 6 (b)(1)
Weather Preparedness Plan	Initial	Within 90 days of the Contract's effective date	Operating Plan, Sec. 8 A)(3)
Employee Handbook	Initial	Within 60 days of the Contract's effective date, and when updates are made	Operating Plan, Sec. 4 F)(3)
Cancellation and Refund Policy	Initial	Within 90 days of the Contract's effective date, and 30 days prior to implementation of any proposed policy changes	Operating Plan, Sec. 4 E)(3)
USCG Vessel Captains Licenses	Initial	Within 15 days of Contract's effective date and within 48 hours of each new hire or license renewal	Operating Plan, Sec. 5 B)(1)
List of Retail Offerings & Initial Rates	Initial	Within 30 days of the Contract's effective date	Operating Plan, Sec. 4 B)(1)
List of Equipment Rental Offerings & Initial Rates	Initial	Within 30 days of the Contract's effective date	Operating Plan, Sec. 4 B)(1)
Snorkel Equipment Cleaning Proposal	Initial	Within 30 days of the Contract's effective date and when updates are made	Operating Plan, Sec. 5 B)(6)(f)
Vessel Maintenance Schedule	Initial/ Annually	Within 30 days of the Contract's effective date and by January 31 of each year	Operating Plan, Sec. 4 A)
Interpretive Plan	Initially	Within 90 days of the Contract's effective date	Operating Plan, Sec. 5 B)(6)
Onboard Interpretive Programming	Initially	Within 90 days of the Contract's effective date	Operating Plan, Sec. 5 B)(6)
Garden Key Interpretive Tour Script	Initially	Within 90 days of the Contract's effective date	Operating Plan, Sec. 5 B)(6)
Snorkeling Orientation Script	Initially	Within 90 days of the Contract's effective date	Operating Plan, Sec. 5 B)(6)
Proposed Menus	Initially	Within 90 days of the Contract's effective date	Operating Plan, Sec. 5 B)(6)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 12 C)
Pre-Season Meeting	Annually	November 1	Operating Plan, Sec. 4 A)(5)
Post-Season Meeting	Annually	June 1	Operating Plan, Sec. 4 A)(5)
Rate Approvals	Annually	October 1	Operating Plan, Sec. 4 B)(2)
Management Listing	Annually	August 1 and when significant changes occur	Operating Plan, Sec. 12 A)(1)
Operational Reports	Annually/ Monthly	February 1 of each year and by the 15 th day of each month	Operating Plan, Sec. 12 B)
Franchise Fee	Monthly	By the 15 th day of each month	Contract, Sec. 12 C)

Title	Schedule	Due Date	Reference
Visitor Comments	Monthly	By the 15 th day of each month	Operating Plan, Sec. 4 E)(10)
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 C)(1)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 12 A)(5)
USCG Inspection Reports	As Provided	Within 48 hours of inspection report receipt	Operating Plan, Sec. 4 D)(3)

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 _____, 20__