

**EXHIBIT B
OPERATING PLAN**

1) INTRODUCTION..... 1

2) DEFINITIONS..... 1

3) MANAGEMENT RESPONSIBILITIES..... 1

A) Concessioner 1

B) Service..... 1

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS 2

A) Schedule of Operations 2

B) Rate Determination and Approval Process 2

C) Purchasing..... 3

D) Evaluations and Contract Compliance 3

E) General Policies..... 4

F) Human Resource Management..... 6

G) Interpretive Services 7

5) ENVIRONMENTAL INSPECTIONS 8

A) Concessioner Environmental Inspections..... 8

B) Environmental Audit..... 8

6) RISK MANAGEMENT PROGRAM 8

A) Risk Management Plan 8

B) Emergency Response..... 9

7) HURRICANE PLAN 9

8) UTILITY RESPONSIBILITIES 9

A) Conservation 9

B) General Requirements..... 9

C) Water and Sewage..... 9

D) Solid Waste Disposal 9

9) PROTECTION AND EMERGENCY SERVICES 9

A) Law Enforcement..... 9

B) Structural Fire Protection 9

C) Emergency Medical Care 10

10) PUBLIC RELATIONS 10

A) Required Notices..... 10

B) Public Statements..... 11

C) Advertisements and Promotional Material 11

11) SPECIFIC OPERATING STANDARDS AND GUIDELINES 11

A) General 11

B) Lodging..... 11

C) Boat Tour 13

D) Food and Beverage 14

E) Retail..... 15

F) Fuel Sales..... 16

G) Camping 16

H) Rentals 18

I) Interpretive Messages..... 18

J) Employee Housing 18

12) REPORTING REQUIREMENTS..... 19

A) Concessioner Operational Reports..... 19

B) Monthly Asset Monitoring Report 20

C) Operational Reports by Use 20

D) Summary of Initial and Recurring Due Dates 21

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 Everglades 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 effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service 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.
- F) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- G) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

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 an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Superintendent with all appropriate points of contact.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives (Deputy Superintendent, Chief of Commercial Visitor Services, Safety Officer, Division

Chiefs, and Flamingo District Supervisors) 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) Visitor services will be open to the public year-round, except for the restaurant and eco-tents, which must be open at a minimum from December through April each year. The Concessioner will submit proposed opening and closing dates for each seasonal public service and facility to the Superintendent for approval by September 1 for operations starting on December 1. Proposed hours of operation for each public service and facility will be submitted to the Superintendent for approval by September 1 for operations that year. Minimum operating hours are as follows:

Minimum Operating Season	Service/Facility	Minimum Operating Hours
December 1 through April 30	Buttonwood Café	Breakfast: 7 a.m. to 10 a.m. Lunch: 11 a.m. to 3 p.m. Dinner: 5 p.m. to 9 p.m.
	Eco-Tents	Staffed Front Desk: 6 a.m. to 10 p.m. (On call 10 p.m. to 6 a.m.)
Year-round	Cottages and RVs	Staffed Front Desk: 6 a.m. to 10 p.m. (On call 10 p.m. to 6 a.m.)
	Boat Tours	9 a.m. to 7 p.m.
	Marina Store	9 a.m. to 7 p.m.
	Fuel Sales	7:30 a.m. to 7 p.m.
	Rentals	9 a.m. to 7 p.m.
	Campgrounds	Staffed Front Desk: 6 a.m. to 10 p.m. (On call 10 p.m. to 6 a.m.)

- (2) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Superintendent gives prior written approval of the changes. The Service may require occasional closures, 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 these dates.
- (3) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner will obtain the approval through the Service by contacting the Service’s Communication Center (1-800-PARKWATCH, 1-800-727-5928). The Concessioner also must notify the Concessions Management Division of unscheduled closures, as soon as is possible.
- (4) *Emergency Operations.* For "after hours" emergencies, the Concessioner must prominently display the phone number and location of the nearest telephone as well as other relevant instructions at all facilities and in all rooms.
- (5) *Pre and Post Season Meetings.* The Concessioner must meet with the Service annually to review the Operating and Maintenance Plans and to discuss planned operations for the season. The Service will present Service projects potentially affecting the concession operations. The Concessioner and Service staff will hold a post-season meeting to review the performance of the concession operation during the previous season.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.

- (2) *Rate Requests.* Rate increase requests may be made annually and submitted in writing no later than September 1. Requests must be in accordance with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. If no rate increase is requested, the Concessioner will notify the Superintendent of this in writing by September 1.
- (3) *Approval Timing.* The Service will endeavor to approve or disprove rates in accordance with the dates provided below:
 - (a) Lodge and Boat Tour Rates. Within 30 days of submission.
 - (b) Food and Beverage Rates. Within 15 days of submission.
 - (c) Fuel (Gas and Diesel) Rates. Within 5 working days.
 - (d) Other Services Rates. Within 30 days of submission.
- (4) *Rate Compliance*
 - (a) 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 current Service Rate Approval Guidelines outline the information the Concessioner must include in the request.
 - (b) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public, including room rates in each room.
 - (c) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

C) 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 and Contract Compliance

The Concessioner must provide the services and facilities required by this Contract in conformance to evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines and within acceptable hospitality industry practices. The Service and the Concessioner separately inspect and monitor Concession Facilities and services with respect to:

- Service Policy
- Applicable standards
- Authorized rates
- Responsiveness to visitor comments
- Risk management
- Public health
- Fire safety
- Compliance with the Environmental Management Program (EMP)
- Effects on cultural and natural resources
- Correction of operating deficiencies
- Conformance to maintenance programs
- Compliance with the Contract including its Exhibits

The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.

- (1) *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 include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
 - Risk Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety 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.
 - Environmental Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. 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.
 - Public Health 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.
 - Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

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 and authorized by the Contract.
 - (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.
 - (c) Quiet Hours. Quiet hours are between the hours of 10:00 p.m. and 6:00 a.m. in all Concession overnight facilities and the Concessioner's employee housing areas.
- (2) *Reservations.* The Concessioner will utilize a centralized automated reservation system capable of accommodating requests for all services for which reservations are offered. All reservation personnel will be familiar with services available under this Contract, and will be able to coordinate reservations in multiple services.
 - (a) Reservations Services. Reservations services will be available at a minimum via the telephone, mail, fax, and Internet.
 - (b) Reservations/Deposits. The Concessioner will accept reservations at least six months in advance.
- (3) *Group Meetings and Special Events.*
 - (a) The use of Concession Facilities for conventions and/or group meetings (the use of 10 or more rooms or 20 or more people) shall not be permitted if they interfere with general public use and enjoyment of the area.
 - (b) Conventions or group meetings require approval of the Superintendent prior to booking. Some events require written permission from the National Park Service, which may be provided under other permits such as Special Park Use permits.
- (4) *Credit Cards.* The Concessioner must honor MasterCard, Visa, Discover and American Express. The Concessioner must accept debit cards.

- (5) *Public Restrooms and Pay Showers.* The Concessioner must keep all public restrooms and Pay Showers clean, well-stocked, in operational condition, and available to the public during staffed operating hours.
- (6) *Lost and Found.* The Concessioner will operate its own Lost & Found department in conjunction with the Area's lost and found procedures. All found items will be immediately tagged showing the location, date and time when found, and the contact information of the finder (for Park Law Enforcement Records), and placed into a secure location under the control of the Front Desk Manager. In addition, a log of all lost and found items will be maintained by the Concessioner, tying the item to the tag number and disposition. Items found in Concession areas must be returned to the owner if possible. All lost and found items will be taken to the lodging front desk for tagging and logging (this includes items from vessels, rooms, lobby, employee areas, etc.). Items not returned to their owners within seven days will be turned over to the Service.
- (7) *Telephone Services.* The Concessioner may offer public pay phones and wireless internet service with the approval of the Superintendent.
- (8) *Vending.* If provided, vending and ice machines and their location will be easily identified, adequately illuminated but controlled with sensors to power down lights when not in use to conserve energy and minimize night sky light pollution. Machines will be conveniently located, and of a design and color which complements the aesthetics of nearby buildings and surroundings. Use and installation of vending machines require Service approval. Cigarette vending machines are prohibited.
- (9) *Donation Box:* The Concessioner is authorized to provide a donation box and/or check off system for Area visitors to make a donation to the Florida National Park Service Trust to support critical Park projects.
- (10) *Vehicles and Vessels*
 - (a) Licensing, Insurance, Maintenance, and Registration
 - The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
 - The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes and painting must take place outside the Area.
 - (b) Identification. Concessioner owned vehicles and vessels must be identified with the Concessioner name and logo. Color schemes (other than for the company logo) and size of graphics will be submitted to the Service for approval prior to making any changes.
 - (c) Parking. The Concessioner must ensure that its employees park in the areas designated for such purposes.
- (11) *Interactions with Wildlife*
 - (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, or maintaining any type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. Food should not be left unattended outdoors.
 - (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.
 - (c) Merchandise such as plant material or plant seed of any kind may not be sold within the Area.
 - (d) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). Recycling containers must be waterproof, vermin-proof, and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. All solid waste and recycling receptacles must be approved by the Service.
 - (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.
- (12) *Signs.* All signs must be Park-approved, professionally made (and not hand-printed) and securely attached.
- (13) *Visitor Comments.* The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate

locations within the Concession Facilities. At the request of the Service, the Concessioner must also make available Service comment cards at check-out stations/point of sales registers.

- (a) 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.
- (b) The Concessioner promptly must provide the Service 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.
- (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services **within 10 business days of receipt**. The Concessioner must investigate, contact complainer/commenter and the Service, and provide the Service with an initial response to any complaints **within 10 business days of receipt**. The Concessioner must provide a copy of all responses to the Service.
- (d) The Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires to the Service on a monthly basis. The monthly reports must include statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data include information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly reports are due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the data summarized in the monthly reports.

F) Human Resource Management

- (1) *General Manager*. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the Contract. The General Manager will have full authority to act as Service liaison in all concession administrative and operational matters. The Service has the right to review the qualifications of the General Manager prior to hiring.
- (2) *Employee Identification and Appearance*. The Concessioner must ensure that all employees in direct contact with the public wear standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded).
- (3) *Firearms*. Concessioner employees may not possess firearms while on duty or at any time they are within the Area. The Superintendent, at his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's General Manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Area visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (4) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout all operating seasons, and must have a maintenance mechanic onsite at all times for emergencies that may arise. The Concessioner must attempt to offer its employees a full-time work schedule 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 abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner's policies and programs must purport with Applicable Laws. The Concessioner must require any employee who is in a safety-sensitive position such as, boat captains, equipment operators and drivers, food and beverage employees, or other security-sensitive positions to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, information on the

- type and status of background investigations conducted on employees, including investigative results, to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (d) 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 must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (5) 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 making duty assignments and allowing employees to work with the public. The Service will monitor this training and may assist the Concessioner on request. Training must include the following in addition to job-specific skills:
- Mission and policies of the National Park Service.
 - Service Concessions Management. 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.
 - Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.
 - 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.
 - Safety and emergency response to incidents including fire, medical, and law enforcement emergencies.
- (6) Orientation. The Concessioner must provide mandatory orientation and training for its employees. The orientation will be given to all employees annually prior to opening for service or at the start of employment.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
- (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This will include orienting employees to hazards they may encounter on their time off.
- (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
- (d) The Concessioner may request Service staff to present certain topics of interest to Concessioner employees.
- (7) Employee Handbook. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook 21 days prior to commencing operations and updates 30 days prior to release.
- (8) Employee Responsibilities. The Concessioner must require that their employees adhere to all Federal and State laws at all times.

G) Interpretive Services

- (1) Personal Interpretive Services
- (a) Employee Knowledge. Employees must demonstrate their knowledge of the Service, its mission and values and the cultural and natural resources in the Area. Concessioner staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions. New employees should acquire this information within 30 days of being hired.

- (b) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.
- (2) *Non-Personal Interpretive Services*
 - (a) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of lodging, merchandise and food service facilities. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks. Concessioner employees may present interpretive activities and programs within the Concession Facilities. Displays and activities must not interfere with the Concession operation.
 - (b) Area Information. The Concessioner must make Area informational handouts available at the site of each operation. The Concessioner must provide a container or box to collect documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Interpretation and Visitor Services Division. The Concessioner may also provide digital interpretive messages.

5) ENVIRONMENTAL INSPECTIONS

A) Concessioner Environmental Inspections

The Concessioner will conduct environmental inspections of equipment and operations in accordance with Applicable Laws. The Concessioner will also conduct periodic environmental inspections and environmental management reviews of applicable concessioner facilities and operations and provide the results of these inspections to the Service.

B) Environmental Audit

The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the National Park Service. The scope of the audit includes Applicable Laws and regulations, including but not limited to the current NPS Environmental Audit Program Operating Guide.

6) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B¹, Occupational Safety and Health Program and NPS-48. The Concessioner must submit its initial plan to the Service **within 120 days** of effective date of Contract and annually thereafter by **September 30** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously

¹ <http://www.nps.gov/policy/RM50Bdoclist.htm>

- (20) Job Hazard Analyzes (JHAs) will be completed for all work activities which pose a clear safety risk
- (21) Other unique risk management program requirements in contract are followed
- (22)

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 and an Emergency Response Plan. The Concessioner must include these stand-alone planning requirements 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.

7) HURRICANE PLAN

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

8) UTILITY RESPONSIBILITIES

A) Conservation

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

B) General Requirements

- (1) Utilities provided to the Concessioner by the Service include water and sewage treatment. Utility rates are established in accord with Service policy. Utility statements will be issued to the Concessioner each month.
- (2) The Service will review capital and operating costs for utility systems and services annually and will notify the Concessioner in writing by November 30 of the rates for the upcoming calendar year.
- (3) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it in the public interest to switch to a commercial utility.

C) Water and Sewage. The Concessioner will be billed for water and wastewater utility services based on the amount of total water delivered to Concession Facilities. Payments for water and sewage must be made within 15 days of receipt of the water and sewer invoice.

D) Solid Waste Disposal. The Concessioner is responsible for separation, recycling and disposal of solid waste outside the Area.

9) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service.* The Service shall respond to violations of Federal laws and regulations. State officials may be called to assist in some matters, but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.
- (2) *Concessioner Personnel.* Concessioner-employed security personnel shall have only the authority possessed by private citizens in their interactions with Area visitors. They shall have no authority to take law enforcement action.

B) Structural Fire Protection

- (1) The Service and the Concessioner shall provide joint structural fire protection, with the Service having primary responsibility for this requirement.
- (2) Concessioner. The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program. The Concessioner must ensure that all Concession Facilities meet Federal, State, and Local codes and that required and/or appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.

- (3) The Concessioner must make one person available to serve on the Fire Brigade. This individual must be capable of passing the Firefighter medical standards, the Physical fitness standards and training and certification requirements outlined in RM-58. The individual must attend 48 hours of annual training with the Brigade, plus any initial training and certification requirements, which may be up to 80 hours in the first year. There is an additional time commitment for recertification of 40 hours every other year. Most training is conducted off-site, so travel time to a Service facility in the CONUS will have to be in addition to the required training hours. The Concessioner must cover all salary cost and workers compensation while the employee is involved in any training activity.
- (4) During an actual fire event, the trained Concessioner employee may be called upon for response. In this event, the Concessioner employee will be placed in administrative leave status by the Concessioner and the employee will be paid by the NPS on the Administratively Determined (AD) pay scale as an emergency hire paid-call firefighter. The NPS will cover all actual costs for travel, per diem, equipment and tuition incurred as a result of responding to an actual fire event. Safety equipment will be provided by the NPS.
- (5) Service. The Service will provide emergency response fire protection services to the Concessioner for responses at or within Concession Facilities and other concession operations within the Area.

C) Emergency Medical Care

- (1) The Service will provide emergency response medical services to the Concessioner in accordance with paragraph (2) below.
- (2) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained by employees or visitors in the Concession Facilities or during operations. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Communication Center at (800) 788-0511 at the Service Headquarters, or any other means necessary to make the Service aware of the incident.
- (3) The Concessioner is strongly urged to encourage its employees to attend CPR and basic first aid training offered within the local area. All Concessioner employees must be trained in proper emergency reporting procedures per the Emergency Action Plan and must be instructed to provide essential information, e.g. a call back number at their location.
- (4) The Concessioner must provide at least one Automated External Defibrillator (AED) at the Marina Store and on all Tour Boats.
- (5) The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be available during operating hours. All Boat Captains, the Site Manager, and at least one campground staff person must have basic first aid training. All Boat Captains, the Site Manager, and at least one other employee (ex. Dock Hand) must have current training in the operation of an AED.
- (6) The Concessioner must submit an Emergency Action Plan to the Park within 60 days of the effective date of the Contract.

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 National Park
40001 State Road 9336
Homestead, FL 33034

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges 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. Before the Concessioner uses any promotional material, the Concessioner must submit the proposed promotional material to the Superintendent for review and prior approval. This comprises all promotional material, including website information and social media. The Concessioner must contact the Superintendent well in advance to establish specific time frames for each review. The Concessioner must remove all unapproved promotional material from circulation at the request of the Superintendent.
- (b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Superintendent for review **at least 30 days prior to projected need** or printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. 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 Superintendent well in advance to establish specific time frames for each review.
- (c) Material. The Concessioner is encouraged to publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (d) Websites. The Concessioner must provide information to the Superintendent to enable the Service to provide links on the Area's website to the Concessioner's website.
- (e) The Concessioner must distribute the Area newspaper and brochure to visitors if made available by the Area.

(2) 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 Everglades National Park.
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

11) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all Contract services in a consistent, safe and healthy, environmentally-sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with Automobile Association of America (AAA) standards and will be applied as they are finalized. The Concessioner must monitor its operations to ensure that quality standards are met.

B) Lodging

(1) General Operating Standards

Reception Desk Operations. A front desk agent will be available to provide guest services from 6 a.m. to 10 p.m. daily, at a minimum. The Concessioner will be available for emergency calls from 10 p.m. to 6 a.m. Telephones should be answered within three rings and all voice mail messages will be returned promptly and in no event later than 24 hours after they are received.

- (2) Furnishings. The Concessioner must provide clean, well-maintained accommodations in all cottages, eco-tents, houseboats, and rental RVs. Furnishings, bedspreads, pictures, draperies, etc., must express an Area theme with sensitivity to historic preservation and décor. The Concessioner must obtain prior written approval by the Service before implementation of improvements or changes to furnishings.
- (3) Kitchens (in Cottages, Houseboats, and RVs). The Concessioner must supply kitchens with an array of cooking utensils and dishes needed for guests to prepare their own meals. Utensils provided must include but not be limited to pots and pans, toaster, microwave, baking dishes, can openers, eating utensils, measuring devices, knives, cutting boards, shredders, colanders, spatulas, serving spoons, drinking glasses, plates and bowls. Cooking utensils and dishes must be uniform within the rooms. Kitchens must also be supplied with paper towels, cloth towels, dish drying rack, potholders, and dish detergent as well as a broom, mop, dustpan, wastebasket with additional plastic bags, and flyswatter. Concessioner's housekeeping staff must ensure all dishes and cooking utensils are clean (washing all

- dishes and utensils with soap and hot water) after each occupant departs. The Concessioner must remove, clean and replace kitchen linens after each occupant. The Concessioner must clean ovens thoroughly on a monthly basis or more frequently if necessary. The Concessioner must check and clean refrigerators between guest check-out and check-in. The Concessioner must replace chipped or broken dishes, utensils, or small appliances as soon as possible.
- (4) *Housekeeping.* At a minimum, the Concessioner must thoroughly clean each cottage unit daily, using environmentally-sensitive cleaning products where practicable, with complete bed and bath linens changed between stays and daily maid service for multiple-night stays. The Concessioner must provide fresh linens and bathroom supplies upon request; however, the Concessioner must encourage linen reuse during a guest's stay. The Concessioner must inspect a representative sample of rooms in each room type each day to ensure that proper housekeeping standards as stated in this paragraph are being met. Concessioner housekeeping staff must make the bed in each eco-tent daily and exchange linens as necessary. Eco-tents, houseboats, and RVs must be thoroughly cleaned between stays.
- (5) *Room Condition.*
- (a) Shower or tub curtains in cottages, RVs, and houseboats must be clean and free of rips and mildew. They should be of sufficient length and width to prevent water from flowing onto the floor. Bathrooms must be clean and well illuminated, and shower curtains sufficiently translucent to allow for good transfer of light into the shower enclosure. Other types of enclosures (hinged and sliding doors) must meet the above criteria and must be easily moveable and intact. Sliding door tracks must be cleaned and in good repair.
 - (b) Floors and floor coverings must be intact and clean. Vinyl floor coverings must be clean, highly polished, and free of cracks, chips, or other signs of wear. Masonry tile grouting must be in good repair and clean. Wood floors should be clean and painted or well-sealed. Area rugs must be clean and treated to prevent slipping. Walls, ceilings, and windows must be clean. Windows should open, close, and lock easily.
 - (c) All surfaces, including tile and grout, must be clean and free of mold and mildew.
 - (d) Eco-tent canvas or other exterior coverings should be clean, intact and free of rips or tears.
 - (e) All window screens must be clean, intact and free of rips or tears.
- (6) *Amenities.* Required amenities are outlined below.
- (a) Bedroom Linens. The Concessioner must provide a mattress pad, pillows, two sheets per bed, one blanket per bed, and one bedspread or comforter. All linen will be free of stains, rips, and excessive wear and tear and conform to Service standards.
 - (b) Bathroom Amenities. The Concessioner must provide environmentally preferable products and amenities, including but not limited to the following: biodegradable soap, shampoo, and conditioner in individual containers or bulk dispensers; toilet paper; and wrapped sanitized glasses in each bathroom. The Concessioner must provide clean towels in good condition. There must be one large bath towel, one hand towel, and one face cloth per person up to the stated maximum room occupancy.
 - (c) Room Amenities. The Concessioner must provide hangers, wastebasket, recycling container, guest information, alarm clock, cups and glasses, ice bucket, and tissue in each room. Disposable cups and glasses must not be made of Styrofoam. The Concessioner must wash and sanitize the reusable cups or glasses and ice buckets after each guest departs.
 - (d) Information Packet. At a minimum, each guest room must include information outlining facilities and amenities available throughout the Area. The guest information packet is subject to the prior written approval of the Superintendent.
 - (e) Locks. All cottage guest room doors, RVs and houseboats must be equipped with a functioning primary and secondary lock. Guests must receive a key or card key to the primary lock. Eco-tents must have a lock on the zippered entry and guests must be provided with a key to that lock.
 - Each door to a connecting room must be equipped with a functioning lock.
 - Windows must be equipped with a functioning lock.
 - (f) Cribs. All cribs provided by the Concessioner must comply with US federal safety guidelines for Full-Size and Non-Full-Size Baby Cribs as outlined by the United States Consumer Product Safety Commission (16 CFR Parts 1219, 1220, and 1500 (Safety Standards for Full-Size Baby Cribs and Non-Full-Size Baby Cribs; Final Rule)).
 - (g) Amenities Available by Request. The Concessioner must make some items available for guests at the Reception Desk located in the historic service station or an appropriate location for guest access. These items may include, but are not limited to, irons and ironing boards, hairdryers, rollaway beds and cribs. The Concessioner must notify visitors upon check-in if these items are not

included in the guest rooms and available from the front desk. The Concessioner must provide these items at no charge unless otherwise approved in the rate approval process.

- (h) The Concessioner must make available, upon guest request at the front desk or to housekeeping, complimentary toiletries, including toothbrushes, toothpaste, and combs. The Concessioner may offer additional small toiletry items for sale. The Concessioner must provide a list of both complimentary and for sale toiletry items to the Service with Rate Approval requests.
- (7) *Eco-Tent Area Shower/Restroom building.*
- (a) The Concessioner must ensure the shower/restroom building is maintained and cleaned on a regular schedule, and is kept at all times in a clean, sanitary condition with adequate amounts of hot water.
 - (b) The Concessioner must note cleaning times on a record maintained within the building, replace shower curtains as often as necessary, and frequently check and resupply all supplies (soap, paper towels, and toilet paper).

C) Boat Tour

- (1) *General Operating Standards*
 - (a) The Concessioner must have the written approval of the Superintendent prior to making commitments, including but not limited to contracts, agreements, or letters of intent, to third parties for any vessel additions, major modifications, replacements, or substitutions. The request for such approval should include vessel specifications, impact on prices and visitor service and environmental concerns, such as but not limited to sound signature above and below water, probable wake, emission, refuse handling, waste treatment, etc. Requests for emergency vessel modifications, replacements or substitutions will be considered expeditiously.
 - (b) The Concessioner Vessel Operators defined as the Captain and crew will attend an Area orientation for tour vessel operators prior to operating a vessel within the Area.. Concessioner vessel crews will receive this orientation within two weeks of reporting for duty or as soon as Service staff is available to provide this orientation.
- (2) *Incident Reporting.* Concessioner Vessel Operators will immediately report the following incidents to the Service by radio (this does not relieve the vessel operator of other reporting requirements under all Applicable Laws, such as to the USCG):
 - (a) Personal injury to a visitor or crewmember that requires medical attention other than minor first aid.
 - (b) Marine casualties or oil spills as defined by all Applicable Laws including, but not limited to Coast Guard regulations.
 - (c) Wildlife incidents involving injury, property damage or posing a threat to humans or wildlife.
- (3) *Operating Requirements*
 - (a) The Concessioner will take every precaution necessary to insure that their vessel's wake will not injure a visitor or cause damage to other vessels, docks, or wildlife.
 - (b) Materials, supplies, or equipment of any type will not be cached or stored at any location in the Area other than within Concessioner Facilities at Flamingo.
- (4) *Vessel Requirements.* All concession vessels shall at all times during vessel operation:
 - (a) Have appropriately sized and properly functioning lifejackets onboard and readily available for all passengers, including adults and child-sized jackets, and in such quantity as is required by Applicable Laws, and in particular USCG regulations.
 - (b) Carry a functioning first aid kit and automated external defibrillator (AED). The contents of the first aid kit will be subject to review by the Chief Ranger.
 - (c) All Tour boats must contain all USCG required equipment.
- (5) *Day Tour Requirements.* Consistent with safe vessel operations, the Concessioner boat tours will:
 - (a) Operate trips in accordance with posted schedules.
 - (b) Have a rated capacity of at least 40 passengers.
 - (c) Have a restroom.
 - (d) Follow an approved route as determined by the Superintendent.
- (6) *On-board Interpretation.* Appropriate interpretive messages based on area themes, and area orientation information, must be provided to visitors participating in boat tours. Interpretive messages must be approved by the Superintendent prior to use.
- (7) With advance notification, NPS staff may provide interpretation services onboard any scheduled public boat tour operated by the Concessioner.

D) Food and Beverage

- (1) *General*
 - (a) All menus will maintain a price range that accommodates the general range of area visitors, and be in accordance with the NPS core menu concept (Appendix G Rate Administration Guide). The Concessioner will ensure that core menu items are available at all times throughout the operating season, and that portion size, quality and presentation are consistent with the approved product.
 - (b) The Concessioner will offer a core menu of reasonably priced familiar dishes.
- (2) *Buttonwood Cafe*. Service standards include, but are not limited to the following:
 - (a) Schedules are subject to prior approval by the Superintendent.
 - (b) Waits for tables shall not exceed 10 minutes, except during periods of high guest visitation when waiting periods shall not exceed 30 minutes.
 - (c) Waiting periods after a food order has been placed shall not exceed 20 minutes.
 - (d) Special event banquets may be hosted if adequate service is also provided to the general public and with prior written approval of the Superintendent.
- (3) *Alcoholic Beverage Sales*. If alcoholic beverage sales are permitted, all Concessioner staff serving alcoholic beverages must meet or exceed all Applicable Laws and other requirements for serving these beverages.
- (4) *Healthy and Sustainable Food*. The Concessioner must integrate healthy and sustainable concepts into Food and Beverage operations as feasible.
 - (a) Examples of healthy food options include low calorie, balanced meals or offerings including fruits, vegetables, lean protein, and whole grains.
 - (b) Examples of sustainable food options are those that are seasonal and locally grown; organic; fairly or cooperatively traded; environmentally preferable; meet animal welfare standards; contain limited additives; and are prepared using healthy food practices.
 - (c) As often as is feasible, the Concessioner should attempt to meet the following guidelines:
 - Produce: Certified organic, by a recognized organization (USDA Certified Organic preferable). Locally-grown (within 400-miles of the Area, as defined in H.R.2419, the "Consolidated Farm and Rural Development Act").
 - Meat/Poultry: No added hormones (e.g., bovine growth hormone), genetically modified organisms (GMOs), or antibiotics used in production. Organic is desirable. Humanely-produced and locally-produced are desirable conditions.
 - Dairy: USDA Certified Organic. Locally-produced. Humanely-produced.
 - Seafood: Seafood options should concentrate on environmentally preferable (Monterey Bay Aquarium Seafood Watch, Green) species.
 - Chocolate/Coffee/Tea: Shade-grown and Fair Trade (Certified by "Trans Fair USA") preferable.
 - The Concessioner should avoid use of products that contain high fructose corn syrup or artificial trans fats.
- (5) *Food Safety Certification*. All Concessioner food service employees *must* have a current food safety certification as required by state, county, or local health department.
- (6) *Public Health*. All food storage, handling and service *must* conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (7) *Reduction of Food Waste and Recycling of Beverage Containers*. The Concessioner *must* use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers and provide appropriate recycling containers in the food service area. If disposable table settings are needed, the Concessioner should use biodegradable disposable products (e.g. cups, plates and cutlery).

E) Retail

- (1) *General*. The retail services provided by the Concessioner must comply with current Service requirements.
- (2) *Merchandise Approval/Selection Process*. The Concessioner must submit in writing merchandise requests by September 1 of each year. The Superintendent may review and approve all merchandise sold in the Area and may require the Concessioner to remove items determined to be inappropriate and unacceptable for sale.

- (3) *Location*. The sale of souvenirs, handcrafts, and sundry items is limited to those locations necessary and appropriate to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the prior written approval of the Superintendent.
Approved Sales Outlets:
- (a) Marina Store
 - (b) Check-in area (historic gas station)
- (4) *Merchandise Plan*. The Concessioner shall develop and update a thematic merchandise plan that will assure that merchandise reflects the purpose and significance of the Area within 120 days of execution of the Contract.
- (5) *Environmentally Preferable Materials*. The Concessioner will sell environmentally preferable products when economically and technically feasible and appropriate. As appropriate, informational tags will be attached to the sales item to show their relationship to Area themes and environmental attributes (e.g., clothing made from organic cotton), and/or display signs will be posted with the same or similar information.
- (6) *Gifts and Souvenirs*
- (a) Gift shops will offer items that have a direct relationship to Everglades National Park, its environs, history, or other related natural or cultural topics.
 - (b) Wherever possible and appropriate, informational tags will be attached to the sales item to show their relationship to Area themes. Items of Area interpretive value and general value in natural and cultural education will be prominently displayed, including authentic Native American handcrafts. The Concessioner will give preference to the sale of locally produced items as much as is economically feasible.
- (7) *Items Not to be Sold*
- (c) Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.
 - (d) Animal skins or taxidermy specimens, or items containing animal parts except as part of an approved Native handcraft.
 - (e) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - (f) Archaeological specimens or objects of American Indian origin over 100 years old, fossils or other earth products (such as petrified wood) whose origin is from public lands.
- (8) *Grocery and Sundry Items*. The Concessioner shall provide an appropriate selection of grocery and sundry items consistent with visitor needs.
- (9) *Facility and Merchandise Appearance*
- (a) The Concessioner must not impede the views into sales areas or facilities from the exterior looking with signs in windows or other obstructions.
 - (b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur a minimum of once per day.
 - (c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
 - (d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass easily between them. Displays should not be top-heavy.
 - (e) The Concessioner may only provide undamaged merchandise, which is rotated on a regular basis and checked for cleanliness.
 - (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.

F) Fuel Sales

- (1) *Operations*
- (a) Hours of Operation. Minimum hours of operation will be 7:30am to 7:00 p.m.
 - (b) Available Fuels. Unleaded Gasoline (87-Grade), diesel, outboard motor oil and other lubricants shall be readily available.
- (2) *Fueling Procedures and Training*
- (a) The Concessioner will develop, implement and maintain documented standard operating procedures ("SOPs") for fuel operations, which must be approved by the Superintendent in advance of providing this service to visitors. Fueling will be conducted in accordance with procedures specified in NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages. The SOP must be consistent with NFPA 30A.

- (b) Only those Concessioner employees trained on fuel operation Standard Operating Procedures (SOPs) will be permitted to work at the fuel station/fuel dock within the Marina Store Area (Exhibit D, Land Assignment Map). A listing of those trained staff will be provided to the Superintendent and will be posted in a prominent and visible location at the Concessioner office.
 - (c) Concessioner fueling employees will be available on the fuel dock to dispense fuel and will be responsible for the proper fueling of all vessels (private and Concessioner-owned), instructing the boating public who wish to fuel their own vessels on the appropriate safety and environmental measures that must be undertaken prior to and during fueling the vessel.
 - (d) Concessioner fueling employees must also supervise the fueling of private vessels by the visiting public.
 - (e) Customers will be discouraged through appropriate signage and verbally from "topping-off" to prevent overfilling fuel tanks.
 - (f) The Concessioner will provide (for sale to the public when necessary) and require customers to use, materials to control fuel spills during fueling where economically and technically feasible and appropriate. These include, but are not limited to, the use of absorbent materials for nozzles, fill pipes and vent lines to collect overfill and spillage.
- (3) Portable gas tanks less than 12 gallons in volume will be removed from vessels and will be fueled in secondary containment (e.g., plastic tub) provided by the Concessioner
 - (4) The Concessioner will provide, and insure proper use of, absorbent pads and overflow capture devices during all vessel fueling. Concessioner will keep fuel absorbing materials in the spill containment area surrounding the fuel dispensing nozzles and keep the containment area free of water and fuel product. Saturated absorbent materials and water will be disposed of using the proper procedures.

G) Camping

- (1) *Management.* The Concessioner must ensure that a manager and/or other key personnel will be visible in the camping areas during all operating hours.
- (2) *Check in and check out.* During the period from November 1 through April 30 campground staff must be available to check campers in and out at both the Flamingo and Long Pine Key campgrounds between 8:00 a.m. and 8:00 p.m. The Concessioner must make arrangements for after-hours check-ins and early departures. The Concessioner may arrange to conduct camper check-in and check-out for the Flamingo Campground in the lodging check-in building (historic gas station). There must also be a separate check-in area at Long Pine Key. During the period from May 1 through October 31 the Concessioner may propose reduced hours and/or self-registration. This request must be approved by the Superintendent in advance of Concessioner making any changes in hours or registration procedures.
- (3) The Concessioner must deep clean restrooms at least once a day and periodically check restrooms according to a posted schedule. The Concessioner must note cleaning times on a record maintained within the room and frequently check and resupply all supplies (soap, paper towels, and toilet paper).
- (4) The Concessioner must retain one area of each campground as a designated generator-free zone during peak season.
- (5) During periods of low demand, the Concessioner may close loops to reduce operating costs.
- (6) The Concessioner must keep the dump stations operational at all times.
- (7) *Signage.* The Concessioner must ensure that all camping signage is professionally done, clearly visible and easy to read and approved by the Superintendent or his representative. All signage must meet NPS sign program standards.
- (8) The Concessioner must provide wildlife-resistant dumpsters at convenient locations and of a sufficient number to serve visitors. The Concessioner must empty dumpsters a minimum of once per week or as necessary to avoid pest infestation, and clean and paint dumpsters as needed.
- (9) Campground staff must ensure that campers comply with Area wildlife management guidelines, especially regarding food storage and trash disposal. The Concessioner must have adequate staff in each campground to conduct proactive patrols throughout the day and evening to ensure proper food storage compliance.
- (10) From November through May, the Concessioner must mow grass throughout each area of the campground on a recurring cycle. Mowing will occur when grass reaches a maximum height of 3.5 to 4 inches. During the off season, campgrounds left open will still require mowing on a recurring

- schedule as specified by the Service for November through May. Campgrounds that are closed in the off-season will still require regular mowing, but in no event less than monthly.
- (11) *Sites*. The Concessioner must clearly designate each campsite.
 - (12) The Concessioner must ensure that each campsite has a picnic table and a fire ring, grate or grill. The Concessioner must ensure that fire grates or grills are cleaned between camping parties. The Concessioner must maintain electrical hook-up pedestals at each campsite in good operating condition.
 - (13) *Firewood*. The Concessioner must acquire fully cured and pest free firewood from outside the Area for sale to campers. Local procurement of firewood is encouraged, when feasible.
 - (14) The Concessioner must notify campers of the following rules, and ensure that campers comply:
 - (a) *Occupancy*. Maximum of eight people per individual campsite, and 15 people per group campsite.
 - (b) *Parking*. No more than two motor vehicles or one vehicle with trailer are allowed per individual campsite, and four motor vehicles per group campsite. Wheels, including trailer wheels and guest cars, must be on the pavement. Parking is allowed only in designated spaces.
 - (c) *Tents*. All tents must be pitched on the pad, where provided.
 - (d) Campfires are permitted only in fire grates. Wood may only be collected if it is on the ground and dead.
 - (e) *Pets*. Pets are allowed in the campground but must be confined or on a leash (6' maximum). Pets are not allowed on trails and must not be left unattended in the campground or in vehicles. Owners are required to clean up all pet waste.
 - (f) *Quiet Hours and Generators*. Quiet hours are in effect from 10 p.m. to 6 a.m. Generator use is prohibited from 8 p.m. to 8 a.m. Generator use and battery charging by engine idling is prohibited in generator free areas. During quiet hours, noise-producing equipment should be turned off and entry to the campground is limited to registered campers.
 - (15) *Interagency Senior/Access Pass and Golden Age/Access Pass*. The Concessioner must provide a 50 percent (50%) discount off the base approved rate (not including hook ups or other upgraded amenities) charged for campground sites to all holders of the Interagency Senior and Interagency Access passes, and the previously issued Golden Age and Golden Access Passports.
 - (16) *Reservations and Length of Stay*. The Superintendent will determine with input from the Concessioner the percent of sites to be available by advance reservation, if applicable, and the reservation fee. The Concessioner must enforce a maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, of 14 nights per year for each campground during the period of November 1 through April 30.
 - (a) No person, party or organization whether private, commercial or non-profit may stay more than a total of 30 combined nights per calendar year on all Area campgrounds assigned to the Concessioner. The Concessioner may not book a person, party or organization for more than 30 nights per calendar year in the campgrounds it manages.
 - (b) The Concessioner must use a reservation system that is available online 24 hours a day and available by telephone from 8:00 a.m. to 5:00 p.m. seven days a week. The Superintendent may require the Concessioner to use a Service-wide centralized campground reservation system, such as Recreation.gov.
 - (17) Showers
 - (a) The Concessioner must ensure the shower facilities are well maintained and cleaned on a regular schedule and have clean, sanitary conditions with adequate amounts of hot water. Hot water must be checked as part of the regular schedule. Showers will be deep cleaned at least once per day.
 - (b) The Concessioner must note cleaning times on a record maintained within the shower room, replace shower curtains as often as necessary, and frequently check and resupply all supplies (soap, paper towels, and toilet paper).

H) Rentals

- (1) *General*. Bicycle, canoe, kayak, skiff, houseboat, and boat slip rental services are located in the Marina Store Area (Exhibit D, Land Assignment Map) and will comply with the following:
 - (a) At least fifteen bicycles, in a range of sizes, must be available for rent. Bicycle helmets of proper size will be provided with each rental.

- (b) At least five houseboats, with a minimum sleeping capacity of six, must be available for rent.
 - (c) At least twenty canoes, twenty kayaks, and five skiffs must be available for rent.
 - (d) A map showing permitted areas of use and speed limits will be provided with each rental. The Concessioner employees who rent the equipment to visitors will reinforce this information verbally at the point of sale.
- (2) The standard rental agreement will include a statement to be signed by the renter indicating that they will use the equipment in the authorized manner and in the permitted areas.
 - (3) Canoes and kayaks will be kept in racks in a Service approved location and will be removed from the racks by Concessioner employees for visitor use. Skiffs and houseboats will be kept in docks in the Whitewater Bay marina.
 - (4) Equipment will be maintained in accordance with manufacturer recommendations and checked for proper operation prior to each rental. Copies of manufacturer recommendations will be provided to the Superintendent upon request.
 - (5) All Area visitors renting canoes, kayaks, skiffs, and houseboats will receive instructions regarding the safe operation of the boat they are renting (e.g. stay seated in canoes). Visitors renting skiffs and houseboats will be shown the location of USCG required equipment and will receive a demonstration regarding the safe operation of the skiffs.
 - (6) The Concessioner will be allowed to charge a deposit for any visitor who wishes to pay cash for the rental. The terms and amount of the deposit must be approved by the Superintendent.
 - (7) During winter season the Concessioner is encouraged to provide a canoe/kayak livery service to Area trailheads, or with the Superintendent's prior approval, stage canoes/kayaks at Area trailheads (specifically Nine Mile Pond).
 - (8) The Concessioner will post marina operating rules at prominent locations around the marina and provide copies to all boat slip renters.
 - (9) Boat slip renters may not occupy slips for more than 14 consecutive days, or more than 30 days during one season (December-April).
 - (10) The Concessioner will not permit boat slip renters to perform maintenance on boats, or to wash boats within the Area.

I) Interpretive Messages

- (1) *General.* The Concessioner shall display or distribute interpretive materials provided by the Service.
- (2) *Non-Personal Interpretive Services*
 - (a) The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Area-related themes and topics such as resource protection, appreciation of Area values, and Service goals.
 - (b) Park interpretive themes will carry over to merchandise sold in retail outlets. In addition, Service approved interpretive messages will be included on such items as menus, placemats, tent-cards, etc.

J) Employee Housing

- (1) The Concessioner will provide housing, food and recreation programs for its employees. The Concessioner will provide adequate cooking and food storage facilities to meet the reasonable expectations of its resident employees where appropriate. Cooking and food storage facilities will be pest-proof. Preventative measures will be in place to prevent the spread of disease and illness.
- (2) The Concessioner must manage its employee housing rental and meal discounts on a cost recovery basis, and not as a profit center.
- (3) The Concessioner will designate a supervisor/manager for employee housing and provide the supervisor's name and contact information to the Superintendent.
- (4) The Concessioner will establish its own policy consistent with the Area's current pet policy for employee ownership or possession of pets. Concessioner employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. 2.15.
- (5) Concessioner employee rooms will be adequately furnished to serve the number of occupants. The Concessioner will ensure that established occupancy levels are not exceeded.
- (6) The Concessioner will establish check-in and check-out procedures and will keep an updated list of all employees living in the Concessioner employee housing area. This list will be provided to the Superintendent upon request.
- (7) Concessioner employees residing in employee housing will be informed of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.

- (8) The content of the Concessioner employee housing lease agreement and the employee housing rules and regulations are subject to the review and approval of the Superintendent. The employee housing agreement will specify housing and meal rates for Concessioner employees, deposit and refund policies, assignment policies, and policies on overnight guests.

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the Superintendent with any and all supporting documentation for all operational reports upon request.

- (1) *Management Listing and Organizational Hierarchy.* The local General Manager must provide the Superintendent with an accurate, current list which identifies key Concessioner management and supervisory personnel by department with their job titles, and office and emergency phone numbers, immediately upon award of Contract and subsequently by **October 1** of each year of the Contract. The Concessioner must notify the Superintendent of any change in key management personnel and update the list as needed to maintain an accurate roster of Concessioner management and supervisory personnel.
- (2) *Schedule of Operations.* The Concessioner will submit a written schedule of proposed opening and closing dates for seasonal services prior to September 1 of each year, and a schedule of proposed operating hours for all Concession Facilities and operations prior to September 1 of each year for the Superintendent's approval.
- (3) *Incident Reports.* For the incidents below, the Concessioner must immediately use "911" reporting procedures. After using the "911" reporting procedures, the Concessioner must immediately contact and report the incident to the Area's Dispatch Center, the Chief Rangers Office, Service or Park Headquarters, and/or any other means necessary to make the Service aware of the emergency.
 - (a) Any motor vehicle accident resulting in property damage, personal injury, or death.
 - (b) Any fatalities or incidents involving personal injury or property damage which could result in a tort claim against the United States; property damage over \$500.
 - (c) Any injury sustained by a visitor or employee in a Concession Facility, and/or all medical emergencies shall be reported promptly to the NPS Dispatcher. All employee and/or visitor illness complaints will be promptly reported to the the appropriate Park District Ranger so that thorough investigating procedures can be completed as necessary.
 - (d) Any incident that affects the Area's natural and/or cultural resources.
 - (e) All suspected or known regulatory or criminal violations.
 - (f) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage), or that involve an actual or potential violation of state and/or federal law.
 - (g) A summary of all incidents occurring during the month shall be included in the consolidated month-end report.
- (4) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether employees or guests, 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. Reports shall be made by telephone to the area's Safety Officer with a follow up e-mail to the Safety Officer, Chief of Commercial Visitor Services, and the Chief Ranger.

B) Monthly Asset Monitoring Report

The Concessioner must provide a monthly Asset Monitoring Report to the Superintendent. The following information will be included in this report. The report will be due to the Superintendent by the 15th day of the following month.

- (1) Financial and Operational Statistics. The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format. (See Operational Reports by Use, below).
- (2) Franchise Fee Payments. The Concessioner will provide documentation to the Superintendent demonstrating proof of required franchise fee payments as described in Section 11 of the Contract within 15 days of any remittance.
- (3) Utility Pass-Through Revenues. The Concessioner will provide the Superintendent with reports on utility rates recouped as pass-through revenue during the reporting month.
- (4) Repair and Maintenance Reserve. A status report on projects funded by the Repair and Maintenance Reserve.

- (5) Visitor Comments. The Concessioner must provide to the Superintendent tabulated summaries of all visitor comments 15 days after the end of the month, including a year-to-date tabulation.

C) Operational Reports by Use

The Concessioner must include all operational statistics for the Concession Facilities in the monthly Asset Monitoring Report. An annual summary report will be due May 1st of each year of the Contract, unless otherwise agreed upon by the Superintendent. The Concessioner must provide this data in a concise spreadsheet form approved by the Superintendent. Separate revenue and non-revenue data will be provided in all applicable areas.

- (1) *Overnight Lodging*
 - (a) Cottage Rooms, Eco-Tents, and Rental Recreational Vehicles available and occupied by day and average daily room rate for each type of overnight lodging.
 - (b) Total guest count
 - (c) Average length of stay
 - (d) Turn-away demand for days during that month and reasons
- (2) *Boat Tours*. Boat tour tickets sold segmented by tour (Florida Bay and Whitewater Bay), lodge guest and non-guest, adult and child, and by advance sale versus walk-up.
- (3) *Food and Beverage*. Number of covers served by breakfast, lunch, and dinner with corresponding revenues.
- (4) *Retail*
 - (a) Revenue
 - (b) Number of transactions
 - (c) Revenue by merchandise category (i.e. Native American handicraft, gifts and souvenirs, grocery, apparel)
- (5) *Fuel*
 - (a) Marine Fuel - type and number of gallons sold and associated revenue
 - (b) Fuel for land vehicles - type and number of gallons sold and associated revenue
- (6) *Camping*
 - (a) RV and tent sites available and occupied by day, and average nightly rate per site type
 - (b) Total number of campers
 - (c) Average length of stay
 - (d) Turn-away demand for days during that month and reasons
- (7) *Rentals*
 - (a) Daily number of rentals of each equipment type
 - (b) Total monthly revenue by equipment type
 - (c) Average houseboat rental length (number of nights)
 - (d) Number of houseboat guests per rental
- (8) *Concessioner Employees*
 - (a) Number of employee housing beds available and occupied
 - (b) Number of permanent and seasonal employees on staff at end of month
 - (c) Number of meals served by breakfast, lunch, and dinner

D) Summary of Initial and Recurring Due Dates

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

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Emergency Action Plan	Initial	Within 60 days of effective date of the Contract	Operating Plan, Sec. 9 C) (6)
Environmental Management Program	Initial	Within 60 days of effective date of the Contract	Draft Contract, Sec. 6 (b)(1)
Balance Sheet	Initial	Within 90 days of effective date of the Contract	Draft Contract, Sec. 14 (c)(1)
Risk Management Plan	Initial/ Annually	Within 120 days of the effective date of the Contract; updates due by September 30 each year.	Operating Plan, Sec. 6 A)
Hurricane Plan	Initial	Within 90 days of the Contract award date	Operating Plan, Sec. 7
Employee Handbook	Initial	21 days prior to commencing operations; updates provided 30 days prior to release	Operating Plan, Sec. 4 F) (7)
Merchandise Plan	Initial	120 days after execution of the Contract	Operating Plan, Sec. 11 E) (3)
Annual			
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 14 (b)(1)
Statement of Maintenance Reserve	Annually	Not later than 120 days after the end of the Concessioner's accounting year	Draft Contract, Sec. 14 (c)(2)
Schedule of Operations	Annually	No later than September 1	Operating Plan, Sec. 12 A) (2)
Rate Approvals	Annually	No later than September 1	Operating Plan, Sec. 4 B) (2)
Annual Overall Rating	Annually	By April 1 of the following year	Operating Plan, Sec. 4 D)(1)
Management Listing	Initial/ Annually	Upon Contract award; By October 1 and when significant changes occur	Operating Plan, Sec. 12 A)(1)
Certificates of Insurance	Annually	30 days after renewal dates	Draft Contract 15 (a)
Merchandise Approval/Selection Process	Annually	By September 1	Operating Plan, Sec. 11 E)(1)
Operational Reports	Annually/ Monthly	By May 1 of each year; by the 15 th day of the following month	Operating Plan, Sec. 12 C)
Inventory of Hazardous Substances	Annually	TBD	Draft Contract, Sec. 6 (d)(1)
Inventory of Waste Streams	Annually	TBD	Draft Contract, Sec. 6 (d)(1)
Monthly			
Franchise Fee Payments	Monthly	By the 15 th day after the last day of each month of operation	Draft Contract, Sec. 11 (b)
Asset Monitoring Report	Monthly	By the 15 th day after the last day of each month of operation	Operating Plan, Sec. 12 B)
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 C)(1)

Note: Per the Contract, the Superintendent 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 _____, **201**____

