EXHIBIT B
OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within 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) The Concessioner must provide the required services for Area visitors on a year-round basis. The Concessioner may reduce use or close some facilities seasonally, subject to prior written approval by the Service. By September 1 of each year, the Concessioner must submit a written schedule of operating hours for all Concession Facilities for the next calendar year for the Service's approval prior to implementation. 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	
	Campgrounds	
	Marina Store	December 1 through April 30: 7:30 a.m. to 7 p.m. May 1 through November 31: 9 a.m. to 7 p.m.
	Fuel Sales	7:30 a.m. to 7 p.m.
	Rentals	December 1 through April 30: 7:30 a.m. to 7 p.m. May 1 through November 31: 9 a.m. to 7 p.m.
	Boat Tours	9 a.m. to 7 p.m
	Check-in Desk	December 1 through April 30: 6 a.m. to 10 p.m. (On call 10 p.m. to 6 a.m.) May 1 through November 31: 9 a.m. to 7 p.m. (On call 7 p.m. to 9 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 1-800-788-0511. 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 emergency 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 The currently approved rate method is comparability for all services and facilities except for the following:

- Food and Beverage. Rates are established using the Core Menu method. The current draft Core Menu is an attachment to this Operating Plan. The Concessioner must submit all requests in accordance with the Service Rate Administration Guide for its Core Menu rate requests. Core Menu items are subject to comparability analysis. All menus and prices are subject to Service approval prior to finalization. The Service may choose to conduct a full rate review at any time.
- Retail Sales. Pricing for merchandise, including gifts, souvenirs, beer, wine is in accordance with the National Park Service Competitive Market Declaration (CMD) guidelines.
- Convenience and Grocery Items. The Concessioner must determine prices using the National Association of Convenience Stores (NACS) Markup Percentages, or if printed on packaging, manufacturer's suggested retail price (MSRP). The Service will provide updates to this list annually.

(2) *Rate Approval Process*

(a) Annual Rate Changes. Rate increase requests may be made annually and must be 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.

(b) Approval Timing. The Service will endeavor to approve or disprove rates in accordance with the dates provided below:
Lodging and Boat Tour Rates. Within 30 days of submission.
Food and Beverage Rates. Within 15 days of submission.
Fuel (Gas and Diesel) Rates. Within 5 working days.
Other Services Rates. Within 30 days of submission.

(c) 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.

(d) 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.

(e) 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.

(3) *Reduced Rates for Federal Employees on Official Business.* Reduced rates for Federal employees on official business with the National Park Service must be part of the approved rate schedules. The Concessioner may offer orientation trips for all new Service employees without charge on a space available basis. The Service prohibits the Concessioner from providing goods and services to government employees or their families without charge or at a discount, except within the provisions described above or as available to the general public.

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

(1) *General*

(a) 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

(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 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 an Administrative Compliance Report and rating and an Operational Performance Report and rating.

(a) Administrative Compliance Report. The Administrative Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, vessel, automobile, and workers compensation insurance; and timely payment of franchise fees.

(b) Operational Compliance Report. The Service will conduct both announced and unannounced Periodic Operational Evaluations of Concession Facilities and services to ensure conformance with applicable operational standards. The Annual Operational Compliance Report will consider these Periodic Operational Evaluations. The Concessioner will be contacted at the time of the Periodic Operational Evaluations so a representative of the Concessioner may accompany the evaluator. The Operational Compliance Report and rating will consider the following:

- Risk Management Program Evaluation
  - The Service will conduct evaluations 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 conduct evaluations 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.
  - The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
- Asset Management Program Evaluation
  - The Service will conduct evaluations of the Concessioner's Asset Management Program.
  - The Concessioner must perform periodic interior and exterior maintenance inspections of all Concession Facilities in accordance with its documented Asset 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 including

Florida licensing requirements. A written record of this evaluation and rating will be provided to the Concessioner.

(c) Other Service Evaluations and Inspections. The Service may conduct other inspections or evaluations of the Concessioner assigned facilities, equipment and services as determined necessary by the Service.

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 including lodging, camping and tent package rental and site setup, houseboats, and boat tours. All reservation personnel will be familiar with the 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 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 Service 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.). During the first year, all lost and found items will be taken to the marina office. Items not returned to their owners within one day will be turned over to the Service. Found items will not be given to the finders or employees.

(7) *Internet Services.* The Concessioner may offer 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 participate in the Guest Donation Program for Area visitors to make a donation to the South Florida National Park Service Trust to support critical Service projects.

(10) *Vehicles and Vessels*

(a) Licensing, Insurance, Maintenance, and Registration

- The Concessioner must keep all of its vessels and vehicles used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- The only vehicle/vessel maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other vehicle/vessel 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 feed wildlife or leave unattended food on any outdoor picnic table within the Concession Facilities.

(c) Merchandise such as plant material or plant seeds of any kind may not be sold within the Area.

(d) The concession tour boat operators may not disturb wildlife (nesting birds, crocodiles, manatees, dolphins or other wildlife) encountered on tours or in the marina area.

(e) 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, wildlife resistant, 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.

(f) 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 retain and make them available to the Service upon request. The Concessioner must keep an adequate inventory of comment cards available to the public at appropriate locations within the Concession Facilities. The Concessioner is encouraged to augment this process with its own visitor satisfaction program, which may include practices such as an online comment process consistent with industry practice.

(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 immediately 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 provide the Service with a copy of the initial response to the comment or complaints **within 10 business days of receipt from 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 will 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.. 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 for 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 be in accordance 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) Captain Requirements. Captains of Concessioner-operated vessels used in operations under the Concession Contract must have a valid USCG Captain's License for the size and class of vessel piloted.

(f) 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 develop written training materials for its employees. Training records documenting the training attendees and content must be maintained. The Concessioner must provide appropriate training as follows:

(a) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.

(b) 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 protocol to incidents including fire, medical, and law enforcement emergencies will be provided to all employees.

(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 **30 days** prior to release of any updates.

G) Interpretive Services

(1) *Personal Interpretive Services*
   (a) Employee Orientation and Training. The Concessioner must provide employee training about 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 giving directions, and answering basic Area questions. Concessioners must provide this training within 30 days of the employee 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 merchandise and the interior decor of lodging 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 various locations throughout the Concession Facilities. The Concessioner must provide a container or box to collect handoutsfor re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Interpretation and Visitor Services Division.

5) ENVIRONMENTAL MANAGEMENT PROGRAM

A) Concessioner Environmental Inspections

The Concessioner will conduct environmental inspections of facilites, equipment and operations in accordance with Applicable Laws addressing environmental compliance and in accordance with procedures described in its Environmental Management Program. The results of these inspections must be made available 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 three to five years by the National Park Service. The scope of the audit incudes Applicable Laws and regulations, including but not limited to the current NPS Environmental Audit Program Operating Guide. The Concession must provide full access to management, facilities, documentation and other resources necessary for the,Service to conduct the audits. Concessioner performance in conducting corrective action to address audit findings may be reflected in the Concessioners Environmental Management Evaluation.

6) RISK MANAGEMENT PROGRAM

A) Documented 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 #50B[1], 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 Plan to comply with Applicable Laws.

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

(1) *How the policy will be made available to the Concessioner's staff.*
(2) *The name of the Concessioner's local safety and health official.*
(3) *How the Concessioner's management team and staff will be held accountable for carrying out the risk management program.*
(4) *How the Concessioner will ensure that adequate funding is available to support the program.*
(5) *An annual update of the Concessioner's risk management goals and objectives.*
(6) *Annual inspection schedules and the method for ensuring that the inspections are conducted.*
(7) *The Concessioner's method for ensuring that qualified individuals are capable of recognizing and evaluating hazards.*
(8) *The Concessioner's records management plan for risk management (e.g.: training, inspection and accident/injury records).*
(9) *How deficiencies will be classified (examples) and the hazard abatement schedule for deficiencies classified as:*
    a) *Imminent danger*
    b) *Serious hazard*
    c) *Non-serious hazard*
(10) *The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.*
(11) *How the Concessioner will promote safety awareness for guests.*
(12) *The Concessioner's risk management training plan for employees.*
(13) *The Concessioner's emergency procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service, and identifying how the Concessioner's staff will be trained to implement the plans*
(14) *The Concessioner's operating and safety procedures for the boat portage service.*

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

[1] http://www.nps.gov/policy/RM50Bdoclist.htm

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 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, and coordinated according to the following operational periods:

- General Hurricane Season (June 1 – November 30)
- Preliminary Hurricane Prep (72-48 Hours Before Storm)
- Advance Hurricane Prep (48-24 Hours Before Storm)
- Final Hurricane Prep (24 Hrs Before – Storm Duration)
- Post Hurricane Recovery (Aftermath of Storm)
- Hurricane Breakdown (Return to normal operations)

The objectives of this plan are to:

(1) Provide a safe, practical guideline for management of hurricane preparations by concession staff
(2) Assure accountability for preparation and general hurricane season actions.
(3) Create a means for the Concessioner to determine acceptable levels of risk to Concessions Facilities, assigned government facilities and personal property for any given hurricane situation.
(4) Provide a schedule of progressive preparation actions that allow the release of all concessions staff at least 24 hours prior to the expected landfall of tropical storm force winds in the Area and surrounding communities.
(5) Provide a guideline for actions to be taken immediately after a storm.
(6) Provide for consistency and coordination of hurricane planning and preparation with Everglades National Park.

The Concessioner will review its Hurricane Plan annually, make revisions as needed in consultation with the Area's Hurricane Team, and provide the Superintendent with the updated Hurricane Plan as necessary. 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 accordance 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 at least 90 days prior utility rate changes.
(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 its solid waste. Disposal of solid waste must occur outside the Area.

9) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

(1) *Service.* The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county and state law enforcement agencies..
(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.

(a) The Concessioner may be required to provide security guards at Concession Facilities.
(b) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities, under its control.
(c) The Concessioner must immediately report to the Service any observed violations of the law.

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) 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 1-800-788-0511at Area Headquarters, or any other means necessary to make the Service aware of the incident.
(3) 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, campgrounds and on all Tour Boats.
(5) The Concessioner must maintain basic first aid supplies at all Concession Facilities. All Boat Captains, the Site Manager, at least one campground staff person, and at least one food service staff member must have CPR/AED/First Aid training.

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
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 obtain Service approval of any promotional material prior to use or publication. This includes 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 Service.

(b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout 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 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 Service well in advance to establish specific time frames for each review.

(c) Material. The Concessioner must publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and must print double-sided.

(d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links from the Service website to the Concessioner's website.

(e) The Concessioner must distribute the Area newspaper and brochure to visitors if made available by the Service.

(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.

(3) *Social Media*. The Concessioner may use Facebook, Twitter or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval **at least 10 days prior** to making the site accessible to the public. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites: *(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).*

(a) Postings, Comments, Photos and Other Social Media Content. Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require preapproval 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) The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.

(3) 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 visitor transportation systems, vessels and aircraft.

(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 not specifically providing required or authorized visitor services.

(e) *Artwork, Layout and Use*. The Concessioner must use official 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) 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 Service has developed Standards, Evaluations and Rate Approval (SERA) guidance for many of the following services. Refer to Appendix K –SERA Standards Portfolio. The Concessioner must monitor its operations to ensure that quality standards are met.

B) Lodging

The Concessioner will meet the Standards, Evaluations, and Rates Administration (SERA) Guidelines provided in Appendix K – SERA Standards Portfolio. The cottages will meet mid-scale lodging standards. The eco-tents will meet rustic lodging standards. The Houseboats will meet the Houseboat Standards.

(1) *General Operating Standards - Cottages*
Reception Desk Operations. An agent will be available to provide guest services from 6 a.m. to 10 p.m. daily, December 1 through April 30, and will be available for emergency calls from 10 p.m. to 6 a.m. . An agent will be available from 9 a.m. to 7 p.m. daily, May 1 through November 31, and available for emergency calls from 7 p.m. to 9 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) *General Operating Standards - Houseboats*
An agent will be available to provide guest services during marina store hours, at a minimum. The Concessioner will be available for emergency calls when the marina store is not open. 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.

(3) *General Operating Standards - Eco-Tents and associated facilities*
An agent will be available to provide guest services from 6 a.m. to 10 p.m. daily, December 1 through April 30, and will be available for emergency calls from 10 p.m. to 6 a.m. . A front desk agent will be available from 9 a.m. to 7 p.m. daily, May 1 through November 31, and available for emergency calls from 7 p.m. to 9 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.

(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 meet the Standards, Evaluations, and Rates Administration (SERA) Guidelines for boat tours provided in Appendix K – SERA Standards Portfolio.

(b) 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, emissions, refuse handling, waste treatment, etc. Requests for emergency vessel modifications, replacements or substitutions will be considered expeditiously.

(c) 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 any incidents 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, wildlife, or other Area resources.
(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:
(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) Tour boats must contain all equipment required by the USCG .
(d) Operate trips in accordance with posted schedules.
(e) Have a rated capacity of at least 40 passengers.
(f) Be equipped with a marine head.
(g) Follow an approved route as determined by the Superintendent.

(5) *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. With advance notification, NPS staff may provide interpretation services onboard any scheduled public boat tour operated by the Concessioner.

(6) *Access by Persons with Disabilities.* The U.S. Access Board is developing guidelines under the Americans with Disabilities Act (ADA) for passenger vessels. The Concessioner should refer to the proposed Passenger Vessel Accessibility Guidelines (PVAG) guidelines when determining accessibility for vessels used to provide services under this Contract. Once finalized, the requirements of the PVAG will become minimum requirements of this Contract.

D) Food and Beverage

(1) *General*
(a) *The Concessioner will meet the Standards, Evaluations, and Rates Administration (SERA) Guidelines provided in Appendix K – SERA Standards Portfolio. The Buttonwood Café, while operating, will meet the Quick Service Standards. The new restaurant will meet the Family Casual Dining Standards.*
(b) 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.

(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. The Concessioner must have at least one full-time manager who has attended a liquor law training program. The Concessioner must train its employees in the responsible practices of serving and selling alcoholic beverages through the ServSafe alcoholic beverage training offered though the National Restaurant Association or an equivalent program.

(4) *Healthy and Sustainable Food.* The Concessioner must integrate the NPS Healthy Food Choice Standards in the chart below.

I. HEALTHY FOOD STANDARDS – FRONT COUNTRY OPERATIONS

A. Food Ingredients and Choices: Applicable to the portion of the menu as specified.

1. *Overall Menu:* Applicable to the entire menu.

Vegetable and Fruit Option	Offer all entrées or full meals with at least one serving of a fruit or vegetable. Where food is available only à la carte, offer fruits or vegetables as side dishes on the menu.
Low-fat and Fat-free Dairy	Where milk and milk products are offered, offer low-fat or fat-free milk and milk products.
Beverages with No Added Sugar	At least 30 percent of beverages offered must have no added sugar (e.g., high-fructose corn syrup, fructose, fruit juice concentrates, honey, sucrose, dextrose). Offerings should be grouped when determining the percentage (e.g. diet flavored teas, diet sodas, and non-diet sodas).

2. *For Certain Menu Choices*: Applicable to two core menu items: *one vegetarian* and *one non-vegetarian*. Applies to sit-down meals as wells as grab-and-go and cafeteria offerings.

Light/Lite	Entrée, including sides, is light[1] and contains approximately 800 or fewer calories for adults and 600 or fewer calories for children when prepared according to the recipe.
Fat	Entrée is designated as low fat.
Sodium	Entrée is designated as low sodium.
Whole Grain	Where grains are offered in entrées, they are whole grains.

B. Food Preparation

Portion Sizes	Offer half servings or reduced portion sizes when possible such as when items are prepared in bulk (e.g., pasta, soups) and are served to order.
Frying Oil Used	Offer the choice of steamed and grilled food rather than fried when food is made to order. Do not use artificial trans fats in frying or as ingredients in any foods on the menu.

C. Food Education

Signage and Labeling	Identify "healthy choice" options that meet the NPS healthy food choice standards with a designated symbol and key on menus, signs, and other materials to educate visitors on these items. Use signs or other materials to educate visitors on the importance of healthy food.
Placement	For grab-and-go food establishments, ensure that healthier options are placed where they are noticeable and more likely to be purchased.
Nutritional Data	Provide specific nutritional information for core healthy food menu items upon request. At minimum, this information should include the labeling facts recommended by the USDA's Dietary Guidelines for Americans. (The percent daily values and vitamin labels are not necessary).
Marketing	Do not offer fried items as "specials" or "featured" items.

1. Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary.

2. Concessioner menus and menu boards are subject to review and approval by the NPS per Service policy and per Concession Contract terms

(a) 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.

(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 sales department of the Marina Store and the New Restaurant retail area will meet the *Standards, Evaluations, and Rates Administration (SERA) Guidelines for Retail Sales provided in Appendix K – SERA Standards Portfolio.*

(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

(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 and incorporate Environmental Purchasing practices in all aspects of its retail operation when economically and technically feasible. 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

(a) All sales items are subject to Service approval and certain items may be deemed inappropriate or unacceptable for sale.
(b) Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, in ridicule of established institutions or customs, or items that reflect a lack of concern for the environment or a culture.
(c) Animal skins or taxidermy specimens, or items containing animal parts except as part of an approved Native handcraft.
(d) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
(e) Archaeological specimens or objects of American Indian origin over 100 years old
(f) 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.

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 Service 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 Service and will be posted in a prominent and visible location at the Concessioner office.
(c) Permitted 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). Fueling employees must instruct 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 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) Boat Portage

(1) The boat portage service will be provided during Marina Store operating hours.
(2) The Concessioner will provide the appropriate training, equipment and insurance to safely provide boat portage service between White Water Bay and Florida Bay. Only trained and qualified operators may perform this transfer.

H) Camping

(1) *General.* The Campgrounds will be operated to meet the Standards, Evaluations, and Rates Administration (SERA) Guidelines for Full Service Campgrounds (Flamingo) and Limited Services Campgrounds (Long Pine Key) provided in Appendix K – SERA Standards Portfolio.

(2) *Management.* The Concessioner must ensure that a manager and/or other key personnel will be visible in the camping areas during all operating hours.

(3) *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. 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, closures and/or self-registration. This request must be approved by the Service in advance of Concessioner making any changes in hours or registration procedures.

(4) The Concessioner must designate one area of each campground as a 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) 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 patrols throughout the day and evening to ensure proper food storage compliance.

(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) 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 in good operating condition.

(10) 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. Parking is allowed only in designated spaces. All vehicle wheels, including trailer wheels must be on the pavement.

(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.

(11) 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 4 inches. During the off season, June through October, campgrounds left open will require mowing on a recurring schedule as specified by the Service. Campgrounds that are closed in the off-season will require regular mowing at least once a month.

(12) *Firewood.* The Concessioner must acquire fully cured and pest free firewood from outside the Area for sale to campers at Flamingo and Long Pine Key. Local procurement of firewood is encouraged, when feasible.

(13) *Reservations and Length of Stay.* 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. EST seven days a week. The Concessioner may use a Service-wide centralized campground reservation system, such as Recreation.gov.

(a) 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.

(b) 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.

(c) No person, party or organization whether private, commercial or non-profit may stay more than a total of 30 combined nights per calendar year in any Area campground 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.

(14) Showers and Restrooms

(a) 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 restroom and frequently check and resupply all supplies (soap, paper towels, and toilet paper).

(b) The Concessioner must ensure the shower facilities are well maintained and cleaned on a regular schedule and kept in a clean, sanitary condition 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. The Concessioner must note cleaning times on a record maintained within the shower room and frequently check and resupply all supplies (soap, paper towels, and toilet paper). Concessioner must replace shower curtains as often as necessary.

I) Rentals

(1) *General.* Bicycle, canoe, kayak, skiff, houseboat, and boat dock 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 two houseboats, with a minimum sleeping capacity of six, must be available for rent. The Concessioner will meet the SERA Guidelines for motorized and non-motorized boat rentals provided in Appendix K – SERA Standards Portfolio.

(c) At least twenty canoes, twenty kayaks, and five skiffs must be available for rent. The Concessioner will meet the SERA Guidelines for motorized and non-motorized boat rentals provided in Appendix K – SERA Standards Portfolio.

(d) The Concessioner must provide a tent rental package that includes items such as a tent, cots, chairs, and lantern. The Concessioner must make the tent rental package available on the automated reservation system.

(2) 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.

(3) 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 only within permitted areas.

(4) 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 Service.

(5) 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 Service upon request.

(6) 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

(7) Anyone renting canoes, kayaks, skiffs, or houseboats will receive instructions regarding the safe operation of the boat they are renting (e.g. stay seated in canoes). Visitors renting skiffs or houseboats will be shown the location of USCG required equipment and will receive a demonstration regarding the safe operation of the skiffs.

(8) During winter season the Concessioner is encouraged to provide a canoe/kayak livery service to Area trailheads, or with the prior approval of the Service, stage canoes/kayaks at Area trailheads (specifically Nine Mile Pond).

(9) The Concessioner will post marina operating rules at prominent locations around the marina and provide copies to all boat slip renters.

(10) Boat slip renters may not occupy slips for more than 14 consecutive days, or more than 30 days during one season (December-April).

(11) The Concessioner will not permit boat slip renters to perform maintenance on boats, or to wash boats, within the Area.

J) Employee Housing

(1) *General* The Employee Housing will be operated to meet the Standards, Evaluations, and Rates Administration (SERA) Guidelines for Employee Housing (Apartments) and Employee Housing (RVs) provided in Appendix K – SERA Standards Portfolio.

(2) The Concessioner will provide housing 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. Preventive measures will be in place to prevent the spread of disease and illness.

(3) All rental rates charged will not exceed those approved by the Service.

(4) The Concessioner will designate a supervisor/manager for employee housing and provide the supervisor's name and contact information to the Service.

(5) 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.

(6) Concessioner employee rooms will be adequately furnished to serve the number of occupants. The Concessioner will ensure that established occupancy levels are not exceeded.

(7) 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.

(8) 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.

(9) 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 Service. 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 Service 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 Service 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 Reporting.* 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. If the Dispatch Center is unavailable, they must notify the Chief Ranger's Office, Service or Area Headquarters, and/or any other means necessary to make the Service aware of the emergency. A *summary of all incidents occurring during the month shall be included in the consolidated month-end report.*

(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, and all medical emergencies sustained by a visitor or employee in a Concession Facility. All employee and visitor medical emergencies will be promptly reported to the appropriate Service 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 violations), or that involve an actual or potential violation of state and/or federal law.

(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

All operational statistics for Concession operations will be included in a monthly report due by the **15th day of the following month**. An annual summary report will be due **May 1st** of each year of the Contract, unless otherwise agreed upon by the Service. The data should be presented in a concise spreadsheet form.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), adult and child, and by advance sale versus walk-up.
(3) *Food and Beverage.*
  (a) Number of covers served by breakfast, lunch, and dinner with corresponding revenues and average check.
  (b) Number of lodging guests versus non-lodging guests using Food and Beverage services provided by the Concessioner.
(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 employee 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			
Environmental Management Program	Initial	Within 60 days of effective date of the Contract	Draft Contract, Sec. 6 (b)
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) (4)
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)(2)
Operational Reports	Annually/ Monthly	By May 1 of each year; by the 15th day of the following month	Operating Plan, Sec. 12 A)
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 15th day after the last day of each month of operation	Draft Contract, Sec. 11 (b)
Asset Monitoring Report	Monthly	By the 15th day after the last day of each month of operation	Operating Plan, Sec. 12 B)
Customer Satisfaction Report	Monthly	By the 15th day after the last day of each month of operation	Operating Plan, Sec. 4(E)(13)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	**Schedule**	**Due Date**	**Reference**
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 C)

***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___