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DRAFT OPERATING PLAN**

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INTRODUCTION

This Operating Plan describes specific operating responsibilities of the Concessioner and the National Park Service “Service” with regard to those lands and facilities within Dry Tortugas National Park “the Area” that are assigned to the Concessioner for the purposes authorized by the Concession Contract CC-DRTO001-08 “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 control.

This plan will be reviewed annually by the Superintendent of Dry Tortugas National Park in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions shall not be inconsistent with the main body of the Contract. Any revisions will be reasonable and in furtherance of the purposes of the Contract.

1) Responsibilities

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate a general manager (“Concession Manager”) who:

- (1) Has the authority and the managerial experience for providing the required services and any of the authorized services the Concessioner elects to provide within Dry Tortugas National Park;
- (2) Will employ a staff with the expertise and training to operate all services required and/or authorized under this Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within Dry Tortugas National Park;
- (4) Has the responsibility for implementing the policies and directives of the National Park Service; and,
- (5) The Concessioner will also designate a “Safety Manager” whose responsibilities will include on-site management and coordination of the actions enumerated in paragraph 3 F (3)(c).

B) Service

The Superintendent of Dry Tortugas National Park (hereinafter referred to as the “Superintendent”) is the Park manager with responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the National Park Service, including concession program management. Directly, or through designated representatives, the Superintendent will coordinate, monitor, and evaluate the Concessioner’s activities relating to the Park. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Inspection of Concessioner facilities;
- (3) Review and written approval of rates charged for all commercial services;
- (4) Review and written approval of minimum requirements for vessels;
- (5) Review and approval of expenditures from the Personal Property Reserve Account; and,

(6) Review of the qualifications of the Concession Manager and captains prior to hiring.

2) **Scope of Services**

The scope of services for this concession is described in the Contract. Any changes to the scope of services must receive prior written approval from the Superintendent and be reflected in an Amendment to the Contract or, in the event of a change in authorized services, in an updated Exhibit to this Contract.

3) **General Operating Standards and Requirements**

A) **Applicable Laws**

The Concessioner and its staff shall comply with all Applicable Laws, as defined by the Contract, which include, but are not limited to federal, state, local, National Park Service (“NPS”) and United States Coast Guard (“USCG”) regulations.

B) **Rates**

- (1) *Initial Rates.* Rates in effect at the time of the publishing of the prospectus are included in the Appendix to the Prospectus.
- (2) *Request Submittal for Annual Rate Changes.* All requests will be submitted to the Superintendent in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates and customer notification. Successful requests require support by established criteria and comparable data. The information to be included in the request is outlined in current NPS guidelines. The Superintendent will accept one rate change request (per offered service) per year barring any extenuating circumstances.
- (3) *Rate Determination.* It is the objective of the Service to ensure that the Concessioner’s rate and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.
 - (a) Method. The Superintendent will determine rates for each revenue outlet by the following prescribed rate determination method. Each method is detailed in current NPS rate approval guidelines, most recently the Concession Management Rate Approval Guide, September 2002.
 - Ferry Transportation – Comparability
 - Food and Beverage – Merchandise Markup, Comparability for Beverages
 - Retail – Merchandise Markup
 - (b) Comparability. The Superintendent will review selected comparables with similar characteristics within Florida and along the United States east coast for rate comparability, including other recreational alternatives in Key West of similar duration. Additionally, the Superintendent will review trends in rate increases for the Key West market prior to approving rate increases for the ferry operation.
- (4) Rate Approval
 - (a) Maximum and Minimum Rates. All maximum and minimum rates related to the Concessions operation are subject to the final written approval of the Superintendent.

- (b) Approval Timing. The Superintendent will approve, disapprove or adjust rates and will inform the Concessioner within 45 days of the rate request submittal. It is the responsibility of the Concessioner to submit rate requests in a timely manner to ensure that the proper rates are approved in order to take into consideration any seasonality of the service and to take full advantage of marketing the services. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing with the request. The Superintendent will attempt to accommodate this request; however, this will not be normal procedure.
 - (c) Approved Rate Posting. The Concessioner will prominently post all rates at the location the service is being provided and at ticket outlets for goods and services provided to the visiting public.
- (5) Transportation for Government Employees
- (a) The Concessioner will apply for a waiver under 33 CFR Part 104.130 in order to allow up to seven Dry Tortugas National Park employees per trip to serve as emergency auxiliary crew, and therefore not count against the 150 passenger threshold referenced in 33 CFR Part 104.105.6.
 - (b) If a waiver is granted, up to seven (7) Dry Tortugas NPS employees will be trained in emergency procedures on-board the ferry, and will serve as emergency auxiliary crew. These NPS employees will not be charged a fare nor be provided any meals.
 - (c) Up to 15 additional one way trips per month will be made available to other NPS employees on official business at a cost of \$35.00 per trip, and 15 more one way trips per month will be made available to NPS employees, on official business, at a cost of \$50.00 per trip. Any fare paying NPS employees on official business will count against the 150 passenger threshold.
 - (d) If a waiver is not granted thirty (30) one way trips per month will be made available to all NPS employees, on official business, at a cost of \$35.00 per trip. Twenty (20) more one way trips per month will be made available to NPS employees, on official business, at a cost of \$50.00 per trip. Any fare paying NPS employees on official business will count against the 150 passenger limit.
 - (e) Fares for NPS employees on official business will be adjusted annually by the Superintendent, utilizing percentage increases/decreases in the Consumer Price Index, all urban consumers.

C) Vessel Requirements

(1) *Initial Vessel Requirements.* Upon execution of the Contract, the Concessioner will provide initial vessels that meet the following minimum requirements:

Number of Vessels	<ul style="list-style-type: none"> ▪ One or two vessels
Capacity	<ul style="list-style-type: none"> ▪ Each vessel will have a United States Coast Guard Certificate of Inspection for a minimum of 100 passengers plus required crew, with a route classification appropriate for the area ▪ Interior climate controlled seating area(s) with the combined vessel(s) having a minimum capacity for 175 passengers ▪ Minimum exterior seating for 60 passengers
Certification	<ul style="list-style-type: none"> ▪ Comply with all applicable laws, including without limitation, Park, federal (e.g. US Coast Guard, US Public Health Service, OSHA, ADA, etc.) and state regulations concerning licensing, inspection, equipment, maintenance, food service and operations
Speed	<ul style="list-style-type: none"> ▪ Minimum of 26 knots sustainable loaded speed in six-foot seas
Design	<ul style="list-style-type: none"> ▪ Accessible to persons with disabilities (including people using wheelchairs) from embarkation in Key West and disembarkation at Garden Key ▪ Windows to maximize views ▪ Exterior Deck and seating
Accommodations	<ul style="list-style-type: none"> ▪ Minimum of three unisex heads (separate facilities) ▪ Proper storage of the morning and noon meal ▪ Food serving area with sneeze guard
Equipment	<ul style="list-style-type: none"> ▪ Minimum of two propulsion engines per vessel ▪ Public address system ▪ Video monitors ▪ HVAC system for year-round operation ▪ Advanced First Aid Kit
Interior Sound	<ul style="list-style-type: none"> ▪ Interior cabin noise limited to 70 decibels
Other	<ul style="list-style-type: none"> ▪ Bench cushions, if any should be secured to benches ▪ Adequate number of trash cans (health and safety issue) ▪ Dry storage area for personal gear for campers ▪ Trip time not to exceed 2.5 hours each way ▪ Vessels suitable for existing piers at Garden Key

(2) *Primary Vessel Requirements.* Within 24 months of the execution of this Contract, the Concessioner will provide a vessel that meets the following minimum requirements:

Capacity	<ul style="list-style-type: none"> ▪ <i>United States Coast Guard</i> Certificate of Inspection for a minimum of 200 passengers plus required crew with a route classification appropriate for the area ▪ Interior climate controlled seating area having a minimum capacity for 200 passengers. Assorted six-top, four-top booth and individual seating configuration is preferable ▪ Exterior seating for at least 60 passengers
Certification	<ul style="list-style-type: none"> ▪ Comply with all applicable laws, including without limitation, Park, federal (e.g. US Coast Guard, US Public Health Service, OSHA, etc.) and state regulations concerning licensing, inspection, equipment, maintenance, food service and operations
Speed	<ul style="list-style-type: none"> ▪ Minimum of 26 knots sustainable loaded speed in six-foot seas
Design	<ul style="list-style-type: none"> ▪ Accessible to persons with disabilities (including people using wheelchairs) from embarkation in Key West and disembarkation at Garden Key ▪ Windows to maximize views ▪ Exterior Deck and seating
Accommodations	<ul style="list-style-type: none"> ▪ Minimum of four unisex heads (separate facilities) ▪ Suitable restroom size to allow passengers to change clothing ▪ Proper storage of the morning and noon meals ▪ Food serving area with sneeze guard
Equipment	<ul style="list-style-type: none"> ▪ Minimum of two propulsion engines ▪ Active ride control system (t-foils, interceptor plates, etc.) ▪ Public address system ▪ HVAC system for year-round operation ▪ Video monitors ▪ One automated External Defibrillator (AED) ▪ One advanced First Aid Kit
Interior Sound	<ul style="list-style-type: none"> ▪ Interior cabin noise limited to 70 decibels
Hull Type	<ul style="list-style-type: none"> ▪ Catamaran; capable of handling severe seas in relative comfort
Other	<ul style="list-style-type: none"> ▪ Bench cushions, if any, should be secured to benches ▪ Adequate number of trash cans (health and safety issue) ▪ Dry storage area for personal gear for campers ▪ Trip time not to exceed 2.5 hours each way ▪ Vessel suitable for existing piers at Garden Key

(3) *Transportation between Garden Key and Loggerhead Key.* If the Concessioner agrees to provide this authorized service, the Concessioner will submit a written proposal to the Superintendent for approval which will include all operational elements of this service. In addition, the vessel used for this service must meet the following minimum requirements:

Capacity	<ul style="list-style-type: none"> ▪ The vessel will have a United States Coast Guard Certificate of Inspection for a minimum of 7 passengers plus required crew with a route classification appropriate for the area.
Certification	<ul style="list-style-type: none"> ▪ Comply with all applicable laws, including without limitation, Park, federal (e.g. US Coast Guard), ADA and state regulations concerning licensing, inspection, equipment, maintenance, and operations
Speed	<ul style="list-style-type: none"> ▪ Minimum of 30 knot sustainable loaded speed
Design	<ul style="list-style-type: none"> ▪ Comply with Americans with Disabilities Act (ADA) dimensional requirements for handicap access where applicable to passengers
Accommodations	<ul style="list-style-type: none"> ▪ Comply with all Park, federal (i.e. US Coast Guard) and state regulations concerning licensing, inspection, equipment, maintenance, and operations
Equipment	<ul style="list-style-type: none"> ▪ Diesel-fuel operated propulsion engine
Other	<ul style="list-style-type: none"> ▪ Vessel capable of handling rough seas in relative comfort.

D) Schedule of Operations

(1) General

- (a) Minimum Hours of Operation. The Concessioner will provide required and authorized services for Dry Tortugas National Park visitors on a year-round basis. The Concessioner will submit proposed operating hours for the ferry operation for the Superintendent's written approval at least 30 days prior to the start of Contract performance. Paragraph 4 (A), below, describes minimum scheduled hours of operation. Any requests for changes to the approved operating hours will be submitted to the Superintendent at least 30 days prior to the proposed date of implementation. The Superintendent will give reasonable notice of any schedule changes that it may propose.
- (b) Scheduling of Annual Coast Guard haul-out and other maintenance/inspections. Within a minimum of 30 days from the Contract award date, and 30 days from the end of the calendar year thereafter, the Concessioner will provide the Superintendent a schedule of regularly scheduled days when the vessel(s) will be out of the water and service will not be provided. Concessioner will to the best of its ability take into consideration seasonality and will make reasonable efforts to minimize the number of days when its ferry vessel(s) is/are out of service.
- (c) The Concessioner will notify the Superintendent immediately if the Concessioner must, or intends to, cancel a regularly scheduled trip to Dry Tortugas National Park due to weather, mechanical difficulties, etc.

E) Purchasing

- (1) *Competitive Purchasing.* The Concessioner will engage in competitive specification 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.
- (2) *Discounts.* The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer of the operation.
- (3) *Environmental Purchasing.* The Concessioner will purchase environmentally preferable products where economically and technically feasible and appropriate.

F) Inspections and Evaluations

(1) General

- (a) The Concessioner will ensure public health and safety and provide satisfactory services for Dry Tortugas National Park visitors. The operation of vessels and services required and/or authorized by this Contract will conform to the evaluation standards set forth in the most current Service Concession Management Guidelines, which are available from the Superintendent. The Concession Manager will be the primary point of contact with the Park on all inspection issues.
- (b) The Superintendent and/or its designee and the Concessioner will separately inspect, monitor, and evaluate concession facilities and services with respect to NPS policy, applicable standards, authorized rates, safety, public health, compliance with the Concessioner's Environmental Management Program ("EMP"), implementation of sustainable solutions where applicable and feasible, impacts on cultural and natural resources, conformance to maintenance programs, correction of operating deficiencies, and responsiveness to visitor comments. The Superintendent and/or its designee may inspect and evaluate all services and facilities operated by the Concessioner for compliance with public safety and health requirements and standards, to identify maintenance and operating deficiencies, and ensure satisfactory services and accommodations for the general public under the Contract.
- (c) The Concessioner will timely meet with the Superintendent and/or its designee to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Superintendent.
- (d) A representative of the Superintendent may board the Concessioner's vessel(s) utilized under the Contract at any reasonable time to conduct inspections and when otherwise deemed necessary by the Superintendent.

(2) Periodic Operations Inspections

- (a) Service Inspections. The Superintendent and/or its designee may conduct both scheduled and unscheduled periodic inspections of Concessioner services to ensure conformance with applicable standards. The Superintendent and/or its designee will contact the Concession Manager at the time of evaluations so that a representative of the Concessioner may accompany the Superintendent's evaluator.
- (b) Outside-party Inspections. The Service may retain an outside organization to perform unannounced reviews ("mystery shoppers," for example) of the operation to ensure conformance with operational standards.

(3) Health and Safety Inspections

- (a) USCG Inspections. The USCG will be responsible for certifying all Concessioner vessels used in required operations as passenger-carrying vessels for the waters surrounding Dry Tortugas National Park. Federal regulations require vessels of the type operated by the Concessioner to have and display a valid Certificate of Inspection issued for a one (1) year period by the USCG. The Concessioner will

ensure that vessels are inspected in accordance with all United States Coast Guard inspection programs. The USCG is the jurisdiction having authority (“JHA”) for all fire, safety and operational codes relating to the vessel(s). The Concessioner will provide a copy of the results of all Coast Guard inspections to the Superintendent within 30 days of the inspection and a copy of the inspection certificate when received. In the event there are any violations or problems identified in the course of these inspections which would limit the ability of the operator to continue to conduct operations, the Concessioner will notify the Superintendent within 24 hours of notification by the USGC.

(b) Public Health Inspections:

- Reports of any inspection performed by any other entity with jurisdiction must be provided to the Superintendent within 15 days of completion.
- Service and/or Public Health Service (“PHS”) representatives may conduct unannounced periodic food service evaluations of the Concessioner’s food and beverage operation.
- The Concessioner will maintain and follow a Hazard Analysis Critical Control Point (“HACCP”) Plan, consistent with the current Food Code published by the US Public Health Service, which will be available from the Superintendent upon request. The Superintendent may help develop and update the program as necessary.

(c) Concessioner Safety Inspection. The Concessioner’s Safety Manager will perform periodic interior and exterior safety inspections of all concession vessels that provide services within Dry Tortugas National Park, in accordance with its documented Risk Management Plan. The Concessioner will also periodically conduct inspections of land-based facilities used in Key West for services required and authorized by the Contract. The Concessioner will assure employee compliance with health, fire, and safety code regulations as well as the Service’s policies and guidelines.

(d) Service Safety Inspections. The Superintendent and/or its designee will periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities, in addition to the review of the Concessioner’s Risk Management Program, and may accompany the Concessioner on their periodic safety inspections. The Superintendent and/or its designee may also conduct spot checks to evaluate the Concessioner’s compliance with safety requirements. Evaluation of the documented Risk Management Program will also be a component of regular evaluations.

(4) Fire Inspections

(a) Concessioner Responsibility. The Concessioner will have a qualified professional perform interior and exterior fire inspections of the vessel within 30 days of Contract execution, and prior to use of any new or replacement Concession ferry vessel under the Contract, and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner, who will make these records available to the Superintendent upon request.

- (b) Evacuation and Fire Drills. The Concessioner will conduct routine evacuation and fire drills of the vessel(s) as required by Applicable Laws and the Risk Management Plan including a mock open water evacuation (not including actual activation of life vessels).

(5) Environmental Inspections

- (a) Concessioner Environmental Inspections. The Concessioner will conduct environmental inspections of equipment and operations in accordance with Applicable Laws and the Concessioner's Environmental Management Program (as addressed in Section 6 of the Contract). The Concessioner will also conduct documented periodic environmental inspections and documented environmental management reviews of applicable Concessioner facilities and operations. The documents resulting from the inspections and reviews will be made available upon request to the Superintendent.
- (b) Environmental Audit. The Concessioner's vessel(s) will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the Service. This environmental audit is separate from the concession operation evaluation process, but it is integrally linked.

(6) Visitor Comments

- (a) The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, pricing, product mix, and overall Dry Tortugas National Park experience. The Concessioner must ensure that an adequate inventory of comment cards is available at appropriate locations on the vessel(s).
- (b) The Superintendent will forward to the Concessioner any comments and/or complaints received regarding the Concessioner's facilities or services. The Concessioner will investigate and make an initial response within 10 days to any of these complaints. The Concessioner will provide a copy of responses to complaint letters received by the Superintendent which are forwarded to the Concessioner, and a copy of any responses will be forwarded to the Concessioner where not otherwise prohibited. The Concessioner will also respond to any comments and/or complaints directly received from visitors, and will provide the Superintendent with copies of both the comment/complaint and its response.

- (7) Interpretive Audit Program. The Superintendent will evaluate interpretive and informational visitor services to ensure interpretive appropriateness, accuracy, quality, and the relationship of interpretive presentations to Park themes.

G) General Policies

- (1) Ferry Passenger Capacity. Allowable capacity of the Concessioner's vessels shall not be exceeded. Close coordination between the boat master or captain ("Boat Captain") and Concessioner's representative at the ticket-sales window at the Key West departure site is necessary to ensure ferry capacity is not exceeded.
- (2) Staffing. The Concessioner will adequately staff the Reservations Office on a year-round basis and will increase the number of staff, if necessary, to meet the Concessioner's staffing needs during peak periods.

- (3) *Vessels.* All vessels and equipment used by the Concessioner in the performance of the Contract will be properly registered, licensed, insured, and maintained in accordance with all Applicable Laws and regulations and Contract requirements.
- (4) *Reservations and Ticketing*
- (a) The Concessioner will utilize a central computerized reservation system for all services provided under this Contract. Reservations will be accepted on a 366-day forward rolling basis. The following requirements are applicable to all services that require reservations.
- (b) Reservations Services. Reservations services will be available at a minimum via the telephone, mail, and fax. Internet-based online reservations and ticketing must be available within one year of the award of this Contract.
- (c) Cancellations and Refunds. As part of the rate approval process, the Concessioner will provide to the Superintendent a cancellation and refund policy, addressing deadline times prior to day and time of departure, fair and reasonable treatment of reservations on marginal weather days, etc. These policies will be reviewed regularly by the Superintendent as part of the rate approval process.
- (d) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, will be honored through the day and time of the trip.
- (e) Additional Services. Additional services not authorized by this Contract may not be sold or promoted under the reservation system without prior written approval from the Superintendent.
- (f) Printed Tickets. Ticket stock and printed information must be approved in advance by the Superintendent.
- (5) *Payment Methods.* At a minimum, the Concessioner will accept cash and honor American Express, MasterCard, Visa, Discover, and Government-issued credit cards. The Concessioner will accept debit cards.
- (6) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in the Concession vessels. This program will include other property that may have been abandoned by Concession employees.
- (a) The Concessioner will process items lost or found within the Concession vessels as follows:
- Found items: A concession employee will tag items at the facility where they are found or turned in by completing a lost and found report, which identifies the item, date, location, and name of finder.
 - Lost items: A concession employee will complete a lost and found report, including name, address, and telephone number of the person reporting a lost item, description of the item, date and location of loss, and the name of the person taking the report.
 - If the lost item cannot be located on the vessel, the Concessioner will contact Service staff in the Area to see if the item has been located.
 - If an item is found within the Area and not on the vessel(s), the Concessioner will instruct the finder to immediately take such items to the Area office.

- The Concessioner will hold all found property for 60 days. Efforts will be made to return found items to the owner within the 60-day period. After 60 days, the Concessioner will turn over such property to the Service.
 - The Concessioner will not release any item without the claimant providing proper identification of the item, name, address, and signature of receipt.
 - Lost and found reports will be retained by the Concessioner for three years.
- (b) If an item is found within the Park boundary and not on the vessel(s), the Concessioner will instruct the finder to immediately take such items to the visitor center.

H) Human Resources Management

(1) Management Positions

- (a) Concession Manager. The Concession Manager must have a strong background in the marine transportation industry. Prior to a final hiring decision, the Concessioner will submit the qualifications of the Concession Manager to the Superintendent for review and consultation.
- (b) Environmental Program Manager. The Concessioner shall designate an Environmental Program Manager to oversee environmental management. The Environmental Program Manager should have a strong background in environmental management and in concession services offered by the Concessioner. This position may be a collateral duty for another Concessioner manager.
- (c) Safety Manager. The Concessioner will designate a Safety Manager to oversee the Concessioner's Risk Management Program. The Safety Manager should have a strong background in vessel Safety Management. This position may be a collateral duty for another Concessioner manager.

(2) *Employee Identification Card*. At a minimum, the Concession will issue all Concessioner employees an employee photo-identification card which will be carried and displayed by all employees when on duty. These identification cards will be collected by the Concessioner upon termination of employment.

(3) *Employee Appearance*. The Concessioner will ensure that all of its employees in direct contact with the general public will wear uniforms or standardized clothing with a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude. Uniforms will be distinctive enough to allow passengers to readily recognize employees during emergencies.

(4) Employee Hiring Procedures

- (a) Drug free Environment. The Concessioner will maintain, to the greatest extent possible, a drug free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance abuse and alcohol abuse. Those employees who are in safety sensitive positions, such as, but not limited to tour boat vessel captains (or masters) and crew, will be required to participate in drug testing as mandated by the United States Coast Guard. Should illegal drug use occur, the Concessioner must promptly report it to the Superintendent, including any actions taken.

- (b) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire, or retain, any person known to have an outstanding warrant for arrest, and will make reasonable efforts to secure this information prior to hiring new employees. The Concessioner will follow any applicable directives regarding background checks required by the Department of Homeland Security, or the USCG.
- (c) Boat Captain Certification. Each Boat Captain will be responsible and in full control of each vessel during ferry and docking activities. Within 15 days of the award of the Contract and within 48 hours of each new hire or license renewal, the Concessioner will forward to the Superintendent a copy of the Boat Captain's operating license and support data, as required by the USCG for authorized passenger vessels in the area's route clarification.

(5) Training

- (a) Training Program Outline. The Concessioner shall provide to the Superintendent, annually, by February 1, an outline of its training program(s) showing types and duration of all employee training.
- (b) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Park regulations and requirements that affect their employment and activities while working at Dry Tortugas National Park.
- As part of orientation, the Superintendent and the Concessioner will take sufficient time to review Concessions regulations and Service policy with the Concession Manager. The Concession Manager will then relate these regulations and policies to all Concessioner employees and managers.
- (c) Job Training. The Concessioner will provide appropriate job training to each employee prior to performing duty assignments and working with the public. In addition to job-specific skills, training should include Service policies, basic history of Dry Tortugas National Park, and appropriate conduct with visitors. The Superintendent may observe the Concessioner's training sessions.
- Hospitality Training. The Concessioner will provide hospitality training for employees who have visitor contact. The Hospitality Training program will include instruction on proper interaction with the visitor, knowledge of Dry Tortugas National Park, and the ability to provide such hospitality in languages that are appropriate based on visitation data.
 - Life-Safety Training: The Concessioner will provide life-safety training as required by the USCG for all employees prior to performing duty assignments and working with the public.
 - Interpretive Training: The Concessioner will design and provide, with assistance from the Superintendent, basic interpretive training sessions for all staff and additional, more extensive training for all Tour and Snorkeling Guides. The Concessioner will provide its staff their own interpretive training materials as well as materials provided by the Superintendent. All interpretation will be in accordance with the Dry Tortugas Long Range

Interpretive Plan. A summary of the goals of interpretation is included as an attachment to this Operating Plan.

- Snorkeling Guide Training. The Concessioner will design and provide a snorkeling guide training program for review by the Superintendent at least 30 days prior to implementation.
- Sanitation Training: The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service capacity and as needed to comply with the current edition of the U.S. Public Health Service Food Code.
- Environmental Training: The Concessioner will provide environmental awareness training to all employees including requirements on the Concessioner's Environmental Management Program.
- Employee Handbook. The Concessioner will provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the National Park Service. The Concessioner will provide the Superintendent with a copy of the Employee Handbook within 60 days after award of the Contract for review and approval. Any updates will also require the same approval 60 days prior to changing the Handbook.

4) Specific Operating Standards and Requirements

All services required or authorized under the Contract are to be provided in a consistent, quality manner. Service standards provided by the NPS guidelines are considered Service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring its operations to assure that quality standards are met.

A) Schedule of Operation

- (1) *Days of Operation.* The Concessioner will provide required and authorized services for Dry Tortugas National Park visitors on a year-round basis, seven days a week, except Christmas Day.
- (2) *Ferry Schedule.* The ferry shall operate on a year-round, seven-days-per week schedule, except as noted above. Trips shall be on a specific schedule subject to the approval of the Superintendent. The schedule will remain in effect and be adhered to unless changes are requested in writing by the Concessioner and approved by the Superintendent.
 - (a) Trip Schedule. The Concessioner is required to provide regularly-scheduled, round-trip cruises. The minimum number of daily trips will observe the following schedule:
 - (b) Trips shall be on a specific schedule to be approved by the Superintendent and will provide a minimum of four and one half (4 1/2) hours dock time at Dry Tortugas National Park. Departure times from Key West shall not be earlier than 8:00 AM, while departure from Garden Key shall not be prior to 3:00 PM. Travel time between Key West to Dry Tortugas National Park shall not exceed 2.5 hours.
 - (c) Concessioner-Proposed Schedule Changes. The Concessioner will submit proposed changes to operating hours for all concession facilities for the

Superintendent's written approval 30 days prior to the requested implementation date. The Concessioner will notify the Superintendent at the earliest possible time, if the Concessioner determines that a vessel can not, should not, or will not be operated in accordance with the approved schedule.

B) Passenger Ferry from Key West, Florida to Dry Tortugas National Park

(1) General

- (a) Service. Scheduled ferry service is between the Concessioner-designated location in Key West, Florida and Dry Tortugas National Park. Visitors will disembark at the Dry Tortugas dock shown in Exhibit C of the Contract.
- (b) Staffing. The Concessioner will provide a sufficient number of trained, courteous U.S. Coast Guard licensed captains and support staff to meet the operating schedule. A uniformed crewmember should act as a greeter as passengers embark and disembark the vessel in Key West and at the Park. A crewmember shall remain with the vessel(s) at all times while docked at Garden Key.
- (c) Visitor Capacity. In accordance with the Park's General Management Plan, the total daily passenger maximum for arrivals at Dry Tortugas National Park under this Contract shall not exceed 150 passengers.
 - The Superintendent will allow additional visitor capacity for departures from Dry Tortugas National Park, not to exceed the US Coast Guard Certificate of Inspection limits, in the event of a sudden evacuation and/or closure of Dry Tortugas National Park.

(2) Trip Specifications

- (a) Minimum Number of Passengers. Ferry service need not be conducted with fewer than ten (10) paying customers unless there are campers on Garden Key who need to be picked up.
- (b) Length of Time at Dry Tortugas National Park.
 - Trips shall provide a minimum of four and one-half hours (4.5) hours dock time at Dry Tortugas National Park.
 - Passengers may choose to reboard the ferry vessel at anytime while the ferry is docked at Garden Key. For security purposes and to maintain a high level of service, a crew member shall remain with the vessel at all times when docked at Garden Key.
- (c) Log Book. The Concessioner shall maintain a "log book" of the daily trips made. The Concessioner shall make the log book available on request for inspection by the Superintendent. Monthly and yearly reports will be provided as required in the Contract. The log book will record:
 - the time of departure and location of departure for each trip;
 - the time of arrival at each destination (i.e. Garden Key, Key West) for each trip;
 - the number of passengers – with separate subtotals for day visitors, campers, government, Concessioner visitors, contractors, and crew for each trip;
 - any unexpected event or incident that may have occurred; and

- any scheduled trip missed and the reason therefore.

(3) Boarding Procedure

- (a) Loading/Unloading of Vessels. The Concessioner will develop a loading and unloading procedure, including provisions for accessibility, for all dock facilities used under this Contract. The procedure will be subject to the Superintendent's approval.
- (b) Gangways. At each dock the Concessioner will provide and handle gangways and gates as needed to efficiently load and unload the vessels.
- (c) Safety Precautions. The Concessioner will observe the following safety precautions:
 - Prior to departing the Key West dock, Boat Captains will coordinate with the shore staff on duty who will assist in visitor control to ensure no visitors are injured or fall from the pier. Park staff will "wave-off" the Boat Captain from the gangway areas of the Dry Tortugas dock on each departure.
 - Each time the boat moves away from the dock, all gangways and railing gates must be in the closed and locked position.
 - Boat Captains will utilize docking procedures that minimize bumping the pier.
- (d) Condition. Ferry vessels will be kept in good serviceable condition. The vessel should be thoroughly inspected by qualified Concessioner employees at least weekly. Records of the inspections shall be retained and made available to the Superintendent upon request. All health and safety defects must be corrected before the vessel is returned to service.
- (e) Loading/Unloading Slips. The Concessioner shall be required to maintain a slip in Key West, Florida. Dock access to the slip shall be sufficient to allow easy ingress/egress for the maximum number of passengers outlined previously. The Concessioner will provide and properly maintain all passenger boarding apparatus, docking and mooring lines, and all the gear necessary to provide services required and/or authorized by the Contract and this Operating Plan at Key West and Dry Tortugas National Park (Garden Key) docks. If the Superintendent approves the Concessioner's request to offer the authorized service of boat tours to Loggerhead Key, these requirements will also apply to that service.
- (f) Timing of Maintenance. The Concessioner will complete necessary and routine maintenance of equipment, boats and assigned spaces outside of the normal visitor or trip hours, except in emergencies or exigent situations.

C) Interpretive Services

(1) General

- (a) Interpretive Plan. The Concessioner shall submit a written plan for its interpretive program to the Superintendent which outlines, for both non-personal, (brochures, website, maps, bulletins, video and audio presentations, placemats, hang-tag's, etc.) and personal services, a basic description of topics to be covered, bibliography of resource materials being used, and the scope of employee

training. The plan will be developed with the assistance and approval of the Park's Division of Interpretation.

- (b) On-Board Programming. The Concessioner shall equip the primary vessel and any interim vessel(s) with a public address system and video monitors meeting the approval of the Superintendent. The video monitors will be used for orienting visitors to Dry Tortugas National Park. All video programming will be close captioned for the hearing impaired.
- (c) Park Interpreters. The Superintendent may, at his/her discretion, provide interpretive staff to provide on-board orientation and informal interpretation while the vessel is traveling to and from the Park. Park interpretive staff providing this function will not count against the total passenger limits outlined previously, and the Concessioner will not be responsible for the payment of Park staff salaries. The Service will not be required to pay a passenger fare for Park employees who provide this function.

(2) Personal Interpretive Services

- (a) Tours. The Concessioner will provide interpretive tours of Fort Jefferson on a daily basis. The Concessioner will keep a daily record of the number of participants for each tour.
 - Tour Length. The tour of Fort Jefferson will not exceed one (1) hour in length.
 - Tour Group Size. Tour groups of Fort Jefferson shall not exceed 25 people on a single tour. If more than 25 visitors wish to take the tour, the concessioner will schedule a second tour before the vessel departs the Park
 - ◆ Minimum Tour Guide Staffing. The Concessioner will provide at least one interpretive Tour Guide for each daily trip.
- (b) Snorkeling Guide Service. The Concessioner will provide an additional qualified individual, stationed at the swimming beach to provide instruction to visitors on the proper use of snorkeling gear. Instruction shall include, but not be limited to, information on the proper procedure for clearing a mask, and will deliver appropriate resource protection messages about sensitive sea grass beds and corals, as well as personal safety messages (e.g. sea urchins, barracudas, and fire coral). The Snorkeling Guide service is not designed to be a lifeguard service, but rather an educational and snorkeling orientation service for the purpose of protecting sensitive marine resources from damage by visitors.
- (c) Park Knowledge. Concessioner will provide training to its employees who provide interpretive tours to park visitors. This training will provide such employees knowledge of the natural and cultural resources of Dry Tortugas National Park, including the marine and terrestrial environment, Fort Jefferson, including shipwrecks and other submerged cultural artifacts. Concessioner employees will utilize appropriate interpretive techniques in their presentations both en route to and at Dry Tortugas National Park. The Park may assist with interpretive training. Accuracy of information is paramount.
- (d) Evaluations. Programs will be evaluated periodically by the Superintendent to ensure presentations provide effective interpretive techniques, group management, accurate content, Park preservation, and safety messages.

Evaluations will be shared with both the employee giving the interpretive program and Concessioner management.

- (e) Non-English Speaking Visitors. Within six months of starting Contract performance, the Concessioner will develop and implement a process to determine the percentage of Non-English Speakers (visitors only) taking the ferry to and from Dry Tortugas National Park. The number and percentage of Non-English Speakers will be provided to the Superintendent on an annual basis, beginning one year after the Concessioner begins collecting such data. Based on the percentage and number of Non-English Speakers, the Superintendent may require the Concessioner to provide Non-English informational and interpretive products at its own expense. These products will be developed in consultation with the Superintendent.

(3) Non-Personal Interpretive Services

- (a) Non-Personal Interpretive Items. In addition to personal interpretation, the Concessioner will actively pursue a non-personal interpretive program. Interpretive messages will be included on such items as menus, placemats, paper cups, tent-cards, web site, tickets, etc. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and Service goals. Park interpretive themes will carry over to merchandise sold in retail outlets. The Concessioner will mount one or two Park provided flat-panel exhibits on the boat, and to the extent space is available, place a Park provided exhibit dockside in Key West.
- (b) Park Newspapers. The Concessioner will distribute to each passenger one (1) copy of the Park provided Dry Tortugas National Park newspaper. Park developed bulletins or other publications may also be provided to passengers at the request of the Superintendent.
- (c) Video Programs during Trip from Key West to Dry Tortugas. The Superintendent will review and approve Concessioner videos. The Superintendent, at its discretion, may provide the Concessioner additional videos to be used on the trip from Key West to Dry Tortugas. Any video programming during the trip will be available in close-captioning.

D) Food and Beverage Service

(1) General

- (a) Offerings. The Concessioner will provide a buffet breakfast and lunch to concession patrons on the day they are taking the ferry to Garden Key in Dry Tortugas National Park. (Meals will not be provided to Service employees receiving the no-fare transportation outlined in Section 3 B (4)).
- (b) Timing. Breakfast will be offered upon arrival onboard the vessel at Key West and will continue to be offered for one-hour post departure. A buffet lunch will be offered from 11:00AM to 1:00PM. The Concessioner may, at its discretion, offer lunch to other Park visitors at a price approved by the Superintendent.
- (c) Pricing. The price of breakfast and lunch for concession patrons, on the day they take the ferry to Dry Tortugas National Park, will be included in the price of one general ticket; no additional charge will be allowed. The price for lunch and

water refill for other Park visitors, if the Concessioner provides this service, will be determined by comparability and approved by the Superintendent.

- (d) Identification/Verification of Concession Patrons. The Concessioner will be allowed to provide an identification/verification process to identify, verify, and separate concession patrons from other visitors to Dry Tortugas National Park.
- (e) Facilities. Breakfast and lunch will be served onboard the vessel during the times specified. The Concessioner will strongly encourage passengers to consume their meals onboard the vessel to minimize gull feeding and litter at Dry Tortugas National Park.
- (f) Management. The Concessioner will ensure that a Manager and/or other key personnel will be visible in the food service area during the peak serving hours.
- (g) Food Safety Certification. The Concessioner will have at least one full-time certified food safety manager. The manager will be certified as a ServSafe Food Protection Manager by the National Restaurant Association.
- (h) Product Offerings. The Concessioner will use the following items as a minimum offering:
 - Breakfast:
 - Minimum two selections of juice
 - Assorted fresh muffins
 - Assorted fresh bagels and other pastries
 - Portion-contained assortment of hot and cold cereal
 - Hard boiled eggs
 - Selection of minimum of two cheeses
 - Fresh fruit
 - Milk
 - Coffee (regular and decaffeinated), and Hot Water with Tea Bags
 - Chilled water for consumption (not bottled water)
 - Lunch:
 - Minimum of three types of fresh bread
 - Condiments to include lettuce, tomato, onion, mayonnaise and mustard
 - Assorted meats and cheeses
 - Fresh fruit
 - Peanut Butter and Jelly
 - Potato chips, plus two (2) other side items approved by the Superintendent
 - Dessert items including two types of cookies
 - Beverages to include iced tea, lemonade, and chilled water

- (i) The Superintendent will approve the final selection of menu items before the Concessioner implements its menu. The Concessioner will make a good-faith effort to provide healthy food choices on board its vessels.

(2) Alcoholic and Other Beverage Sales

- (a) Availability. The Concessioner may make alcoholic beverage service available to patrons only during the return trip from Dry Tortugas National Park to Key West, Florida. Alcoholic beverages may not, under any circumstances, be made available to patrons while docked at Garden Key.
- (b) Liquor Laws. The Concessioner will have at least one full-time manager that has successfully completed a Liquor Law training program and is encouraged to train other employees in the responsible practices of serving and selling alcoholic beverages. The Concessioner will comply with all State of Florida Liquor Laws.

E) Snorkeling

(1) Operations

- (a) Location. Snorkeling without dive flags will be allowed in the marked designated areas. Currently, this area is defined as the Park swim area south and west of the Fort Jefferson moat wall.
 - (b) Providing of equipment. The Concessioner will provide an adequate number of sets of snorkels, masks, flippers, plus a reserve for breakage, for all ferry passengers wanting to snorkel. Each snorkeler will be issued a whistle and a buoyancy compensator vest (BCV) that can be inflated at the water surface orally with inflation tubes or automatically from a carbon dioxide (CO₂) cartridge. The concessioner will encourage all snorkelers to wear BCVs while in the water. Equipment will be well maintained and disinfected and cleaned on a daily basis.
 - (c) Pricing. The price for snorkeling and equipment will be included in the price of one general ticket; no additional charge will be allowed.
- (2) *Supervision*. The Concessioner will provide at least one trained snorkeling instructor as outlined previously.

F) Transportation from Garden Key to Loggerhead Key

(1) Operations

- (a) The Concessioner is authorized to provide daily round trip inter-island ferry service between Garden Key and Loggerhead Key.
 - (b) Schedule. If this service is provided by the Concessioner, it will be offered daily between the hours of 10:30 AM and 2:00 PM, allowing for a minimum one-hour visit at Loggerhead Key per trip. This service need not be conducted with fewer than six (6) paying customers. In instances of cancellation for this reason, the Concessioner shall refund the difference outlined below.
 - (c) Visitor Limits. No more than six passengers shall be transported to and from Loggerhead Key on a daily basis.
- (2) *Pricing for Ferry Patrons*. Prior to providing the service, the Concessioner will submit to the NPS a price proposal for ferry and non-ferry patrons. Annual rate adjustments will be submitted to the Service at the same time as other pricing requests outlined in the General Operating Standards and Requirements section.

- (3) *Staffing.* The Concessioner will provide at least one (1) crewmember on each trip to Loggerhead Key to stay at the island as long as its ferry or non-ferry patrons are visiting there.

G) Merchandising

(1) General

- (a) Guideline Compliance. The Concessioner's on-board retail operation will comply with guidelines established by the National Park Service. A copy of these guidelines can be found as an appendix to the Prospectus.
 - (b) Merchandise Plan. Within 60 days of execution of the Contract, the Concessioner will develop, in conjunction with the National Park Service, the plan referenced in paragraph 3(d)(3) of the Contract to assure that merchandise reflects the purpose and significance of the Park and Park Area. This plan will be reviewed by the Superintendent on an annual basis.
- (2) *Gift and Souvenir Items to be Sold.* Concessioner will offer a limited amount of convenience items, including, sundries, safety items and souvenirs for sales on board the vessel. All items require approval by the Superintendent before being offered for sale.

H) Self-Guided Audio Tours

(1) General

- (a) The Concessioner will offer its patrons self-guided audio tours at Ft. Jefferson in Garden Key.
- (b) Content. The Park will be responsible for developing the program and content of the audio tour, which will be provided to the Concessioner at no charge. The Concessioner does not have an exclusive right to offer the audio tour to Park visitors other than its own concession patrons.
- (c) Pricing. Rates for the audio tour for ferry boat patrons will be submitted to the Service at the same time as other pricing requests outlined in the General Operating Standards and Requirements section. If the Concessioner requests approval to offer the self guided tour to non-ferry patrons and the Superintendent approves, the Concessioner will submit proposed rates to the Superintendent at least 30 days prior to initiation of the service.
- (d) The Concessioner will provide the equipment (e.g., mp3 player) to be used for the audio tour and will be responsible for maintaining this equipment. It may require visitors to provide a deposit, the amount to be approved by the Superintendent, to ensure the equipment is returned undamaged.

5) Key West Area Departure Site

A) Minimum Requirements

The Concessioner must establish a Key West departure site that conforms to the following specifications.

(1) Dock Access

- (a) The departure site must have a pier with railings that is safe in accordance with applicable laws and suitable for concession ferry operations capable of

accommodating, in all tidal conditions (except extreme weather events), approved ferry vessels.

- (b) The departure site must include a paved parking area that is capable of accommodating expected visitors arriving by car, bus, or recreational vehicles.

(2) Ticket Sales and Customer Service Communications

- (a) The departure site must include structure(s) for conducting ticket sales, handling customer service communications, and appropriate office/storage space.
- (b) The structure(s) should be located and configured to efficiently accommodate visitor flow to and from the ferry vessels from the parking area, preferably located between the parking area and the pier.

(3) Restroom Facilities

- (a) The departure site must include restroom facilities that accommodate expected visitation for the ferry operations and that connect to municipal water and sewer systems.
- (b) Restroom facilities do not need to be exclusively for the ferry service patrons but may be used by other tourists and patrons as long as sufficient space is available for park visitors.

6) Risk Management

The Concessioner will develop and maintain a Risk Management Program that implements an appropriate safety program. The Concessioner is required to submit this Program to the Superintendent within 60 days of the award of the Contract. Updates to the Program should be submitted by November 1 for the following year. The Superintendent will review the Program annually for compliance with all Applicable Laws and regulations, industry standards, and consensus standards (e.g. National Fire Protection Association (NFPA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and NPS guidelines found at <http://data2.itc.nps.gov/npspolicy/DOrders.cfm>. At a minimum the program will include the following:

A) Risk Management Plan Components

- (1) Active management leadership and program evaluations, public safety awareness.
- (2) Worksite and program analysis and inspections.
- (3) Mitigation schedule of identified hazardous conditions and unsafe work practices.
- (4) Provision for employees and employee union involvement and support.
- (5) Effective and appropriate safety/occupational health training.
- (6) Visitor protection from all identified hazards which the Concessioner's operations create or should reasonably control.
- (7) A formal and informal process for Concessioner employees and members of the crew to report unsafe or unhealthy conditions.

B) Emergency Response

- (1) General. The Concessioner will provide plans and procedures, equipment and training to Concessioner employees to effectively respond to releases of hazardous

substances and biological substances for the purpose of controlling or stopping releases in accordance with Applicable Laws.

- (2) Law Enforcement. The Concessioner is responsible for immediately reporting hazardous substance spills to the Superintendent, the USCG, and the National Response Center, as required by Applicable Laws.
- (3) Emergency Response Plans. As a component of its Risk Management Program, the Concessioner will maintain and implement an Emergency Action Plan in accordance with all applicable laws, including without limitation to 29 CFR 1910.38.

C) Protection and Security

(1) Law Enforcement

- (a) The Concessioner is responsible for immediately reporting fatalities, injuries and illnesses, fires, boat accidents, property damage, illegal drug and controlled substance abuse, and any other known or alleged criminal activity to the Superintendent and the USCG, as required by Applicable Laws.
- (b) The Concessioner will inform the Superintendent immediately of any correspondence with USCG related to emergency or other reports.

- (2) *The National Park Service.* The National Park Service has primary jurisdiction over all violations of Federal, State, or Local Laws and Regulations within Dry Tortugas National Park.

(3) Concessioner Security

- (a) Authority. If the Concessioner employs security personnel, they will have only the authority of private citizens in their interaction with Dry Tortugas National Park visitors. They have no authority to take law enforcement action or to carry firearms or other defensive equipment.
- (b) Terrorist Threat. The Concessioner is responsible for complying with all Applicable Laws related to security issues.
- (c) United States Coast Guard Security Requirements. The USCG is incorporating the new International Ship and Port Security Code (“ISPS”) into domestic regulations. The Maritime Transportation Security Act (“MTSA”) adopts the ISPS into domestic regulations. The MTSA regulatory program requires vessel security plans to be submitted to the USCG. In addition, the Concessioner will submit copies of its vessel security plan to the Superintendent within 60 days of award of the Contract. The Concessioner will provide copies of any updates to the plan within 24 hours of submitting the updates to the USCG.
- (d) Concessioner personnel, both operators and administrative staff, should work in close coordination with the Superintendent and USCG, local and federal law enforcement officials to develop detailed plans for vessel operational security, compliance and integration of the Concessioner ferries into the security mechanisms being developed by the Department of Homeland Security.
- (e) Public Safety Announcements. Concession employees will play recorded public safety announcements, approved by the Superintendent, and cautionary remarks by loudspeaker on every ferry vessel at the start of the trip and before passenger’s disembark on site or as directed in writing by the Superintendent.

- (4) *Hurricane Preparedness*. The Concessioner will comply with the Service's Hurricane Plan for Dry Tortugas National Park. This plan is typically updated on an annual basis. A copy of the current Hurricane Preparedness Plan is provided as an appendix to the prospectus.
- (5) Life Vests. The Concessioner will develop and implement procedures regarding life vests, to be approved by the Service. Procedures will include:
 - All life vests must be clearly marked and accessible.
 - Adult and child life vests must be segregated and clearly marked.
 - Providing an appropriately-sized life vest for every child on board the vessel.
 - Performing pre-departure check off procedures to make certain that no vessels leave the dock without the required number of children's life vests.

D) Emergency Services

- (1) Fire Protection
 - (a) The Concessioner has the responsibility to ensure that all vessels meet Federal, State and Local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards.
 - (b) It is the Concessioner's responsibility to report all fires immediately (even if the fire has been extinguished) to both the Superintendent and the USCG.
 - (c) National Park Service. Park officials will provide emergency assistance response to all incidents occurring within the Park.
- (2) *Emergency Medical Services ("EMS")*. Park staff will assist with any emergency involving a passenger at Dry Tortugas National Park or Key West dock area as staffing is available or, with sufficient notice, as soon as the boat returns to the docking facility.
 - (a) On-Board Emergencies. In case of an emergency on the boat, the following guidelines will be followed:
 - In the event of emergencies, including power failure, each Boat Captain will be able to contact the USCG and the National Park Service.
 - The Boat Captain and crew will be trained to handle all emergencies. Actual drills will be conducted for all crew members regularly, per the most current USCG standards.
 - The passengers will be kept informed of the situation and what actions are being taken.
 - When NPS rangers are on board for interpretive purposes they will serve as a liaison between the Boat Captain and other NPS staff and will assist the visitors at the discretion of the Boat Captain.
 - A public address system capable of operating for two hours on battery power will be provided on all ferry boats.

(b) Reporting

- Any injury sustained by a visitor or employee in a concession facility that requires more than minor first aid treatment, and/or all medical emergencies shall be reported to the Superintendent immediately. Thorough, follow-up investigating procedures will be completed as necessary.
- The Concessioner will report within 24 hours all employee and/or visitor illness complaints to the Superintendent. Thorough, follow-up investigations will be completed as necessary.

(c) Concessioner EMS Responsibilities. The Concessioner will ensure that the Captain and Mate are certified in First Aid. Within 120 days of the start of this Contract, the Concessioner will ensure that all crewmembers are both CPR and AED certified.

(d) Advanced First Aid Kit. The Concessioner will provide an advanced first aid kit to be located onboard the vessel.

(e) Automated External Defibrillators. The Concessioner will provide one automated external defibrillator (AED) onboard all vessels, except for the inter-island vessel.

E) Public Relations

(1) Required Notices. The following notice will 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 about rates or services to:

Superintendent
Dry Tortugas National Park/
Everglades National Park
40001 State Road 9336
Homestead, FL 33034

F) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Superintendent must approve all promotional material to be used by the Concessioner as part of its operation prior to publication, distribution, broadcast, etc. The Concessioner shall contact the Superintendent well in advance to establish specific time frames for each review. The Superintendent may order unapproved promotional material removed from use within the Concessioner's operation.
- (b) Changes. Proposals to change promotional material should be submitted to the Superintendent for review and approval at least 30 days prior to projected 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 revisions or where NPS assistance is required to help develop the product.

The Concessioner should contact Park staff well in advance to establish specific time frames for each review.

(2) Statements

- (a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior to serve the public at Dry Tortugas National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

7) Concessioner Reporting Requirements

A) Concessioner Operational Reports

The Service and/or their representatives will be allowed to inspect supporting documentation for all Concessioner operational reports upon request.

(1) General

- (a) Management Listing. The Concessioner's General Manager will provide the Superintendent a list identifying key concession management and supervisory personnel and their job titles by February 1 of each year.
 - (b) Incident Reports. The Concessioner will immediately report by telephone the following incidents to the Park's Communication (dispatch) Center and provide a written report to the Superintendent within 48 hours of the incident:
 - any fatalities or incidents which could result in a tort claim to the United States, and/or property damage over \$500;
 - any employee or visitor injury requiring more than minor first aid treatment;
 - any fire;
 - any incident that affects the Park's natural and/or cultural resources; and
 - any known or suspected violations of law.
 - (c) A summary of all incidents occurring during the month shall be included in the consolidated monthly Operational Performance report.
 - (d) Human Illness Reporting. Information on all human illnesses, whether employees or patrons, is to be promptly reported to the Park's Communication (dispatch) Center. This information, along with other information received, will be evaluated by the Public Health Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports shall be made by telephone; the Concessioner must file a written report of such information monthly.
 - (e) Survey and Visitor Response Data. All customer satisfaction data collected by third parties that are provided to the Concessioner shall be provided to the Superintendent within 14 days of receipt.
- (2) *Monthly Operational Performance Report and Quarterly Meetings*. The Concessioner will attend quarterly meetings with the Superintendent or Park designee to review current operations, outstanding maintenance issues, and contract compliance issues. The Concessioner will provide a Monthly Operational

Performance Report to the Superintendent by the 15th day of the following month. The following information will be included in this report.

- (a) Financial and Operational Statistics. The Concessioner will provide operational statistics and financial information to the Superintendent for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format.
- (b) A summary of all incidents occurring during the month in accordance with the section above.
- (c) Visitor Comments. The Concessioner shall provide tabulated summaries of all visitor comments received directly from the public, and also those transmitted through the Service, to the Superintendent, including a year-to-date tabulation.
- (d) Any other information available indicating trends or changes in trends to assist decision making, and as requested by the Superintendent.
- (3) *Annual Plans*. The Concessioner must submit the following plans in addition to any reports required in the Contract to the Superintendent. The first annual plan must be submitted prior to initiation of service.
 - (a) Schedule of Annual Maintenance. Haul-Out and other known maintenance services for which full operations will not be offered during the following year – Due April 1st.
 - (b) Interpretive Programs – Due December 1
 - (c) Annual Risk Management Plan – Due November 1
 - (d) Vessel Response Plan – Due November 1. Include an Emergency Response Action Plan that outlines backup procedures for ferry breakdowns from Key West to Dry Tortugas. This plan will address the evacuation of day use patrons and campers in the event the ferry becomes unserviceable.
 - (e) Training Program Outline – Due February 1

B) Monthly Concessioner Operational Reports – By Visitor Service

Operational statistics will be included in the monthly operational performance report submitted to the Superintendent. An annual summary report will be due 60 days after the end of the calendar year, unless otherwise agreed upon by the Director. This data should be presented in a concise spreadsheet format.

- (1) Transportation
 - (a) Number of trips per month
 - (b) Number of passengers and revenue per trip, including trip out and trip back.
 - (c) Total monthly passengers by rate category
 - (d) Source of ticket distribution (i.e. walkup, internet, phone, other 3rd party)
- (2) Inter-Island Transportation
 - (a) Number of trips, passengers and revenue (if applicable)
- (3) Interpretation
 - (a) Number of tours led per day

- (b) Number of people per day
- (c) Number of people using the audio program per day (if applicable)
- (4) Food and Beverage
 - (a) Revenue per trip
- (5) Merchandising/Beverage
 - (a) Revenue per trip

C) Concessioner Financial Reporting

- (1) *Monthly Franchise Fee Reporting.* By the 15th of the month as part of the monthly reporting, the Concessioner shall report to the Superintendent on the franchise fee deposit made from the preceding month. Reporting documentation shall include a copy of the wire transfer identifying the account and the amount transferred.
- (2) *Annual Budget.* Including detailed utilization and revenue and expense projections, due by a date to be specified by the Superintendent within 30 days of the start of Contract performance and on a calendar year basis thereafter.
- (3) *Financial Forecast.* A quarterly financial forecast for each business activity compared to annual budget (format to be developed jointly after Contract award).

Effective _____, 200__

By: _____

Superintendent, Dry Tortugas National Park

SUMMARY OF DRY TORTUGAS NATIONAL PARK INTERPRETIVE PROGRAM AND LONG RANGE INTERPRETIVE PLAN

What is Interpretation?

The National Park Service preserves and protects sites that, cumulatively, are expressions of the natural and cultural heritage of the United States. When it was established in 1916, the Congress directed the National Park Service to preserve unimpaired these resources and the values that they engender, and to provide for the enjoyment, education, and inspiration of this and future generations. Almost since the agency's inception, interpretation has been a management tool to accomplish these goals. Today, management policies direct interpretive and educational programs to encourage the development of a personal stewardship ethic among our audiences, and to broaden public support for preserving park resources.

To this end, interpretation strives to connect tangible resources of parks—physical features such as buildings, wildlife, artifacts, etc.—to intangible resources such as past events, the people who used the buildings or artifacts, or rhythms of the natural world such as wildlife migration. Through these connections, visitors begin to understand and appreciate the larger meanings of place. At Dry Tortugas, visitors' initial perception of Fort Jefferson as a government boondoggle is converted into the understanding that, when it was built, it represented the most sophisticated military technology of its day. They are awed by the noisy spectacle of the thousands of sooty terns who raise their young in a raucous colony, only to depart to spend six months non-stop in the air, traveling as far away as the west coast of Africa. They understand the fragility of a coral reef, and take care not to damage it.

Visitors come to parks for many different reasons—some come for entertainment or recreation, some come for education, many come because they have heard about the site, but don't know much about it. Effective interpretation connects with all these kinds of visitors, using many techniques to reveal the meanings of the resource, and to help the visitor understand intangibles that relate to almost everyone in some way. These "universal concepts" are ideas such as family, survival, hunger, love, hate, war, etc. Effective interpretation uses information to reveal meanings, but it is not the goal of interpretation to fill the visitor's mind with information, facts, or detail. Through effective interpretation, visitors connect intellectually and emotionally with a site—it is those connections that they will take away with them. It is those connections that will lead them to care about the place. For the ultimate goal of interpretation is to foster a stronger stewardship ethic.

How is Interpretation designed?

Park managers look at the relationship between the public, the park, and interpretation to develop visitor management goals. It is through interpretation that that public understanding and support for park resources and values is built and maintained. Park managers look at the specific management goals of a park area, and assess the needs, desires, and expectations of park visitors.

Park Management Goals: these include items such as resources protection (i.e., means in which visitors can enjoy the resources without harming them), recreational opportunities for visitors, providing and maintaining visitor facilities, visitor safety and protection, research opportunities, and building public support and appreciation for the park.

Visitor Needs, desires and expectations: these include creature comforts such as restrooms, food, shelter; safe and enjoyable recreational opportunities; and educational and self-discovery opportunities. Visitors also have high expectations for friendly, helpful service in National Park Service areas.

In looking at specific needs and issues, an overall interpretive program is planned. For Dry Tortugas National Park, the Long-Range Interpretive Plan (“LRIP”) articulates the desired future program.

How is Interpretation delivered?

Effective interpretation consists of layers of materials delivered in a variety of ways and multiple times. Recognizing that people take in information differently--through aural, visual, tactile or kinetic experiences, or a combination of these--interpretation messages are optimally presented using a variety of vehicles. Additionally, the complexity of the material varies. All visitors need to be grounded in the basics—they want to know where restrooms are, the logistics of a place, and what they can see and do. They also need to be advised of those things that can compromise their safety, especially hazardous conditions which may not be evident to them. Once those basic needs are met, they desire to learn or do more.

Personal and non-personal services

The profession of Interpretation divides delivery methods into these two areas: personal services interpretation consists of those services that are delivered by staff in a face-to-face encounter with visitors. It can include one-on-one, or presentations to large groups using audio equipment. It can adapt to the immediate needs of the visitors. Non-personal services, as the name implies, consists of a variety of media to deliver the message—bulletin boards, wayside exhibits, newspapers or other publications, films, pre-recorded audio tours and the like. Depending upon the vehicle of delivery, the materials conveyed may be more informational, or they may tap into the resource’s inherent meanings by connecting tangibles and intangibles. Each delivery method has its own advantages and disadvantages.

Dry Tortugas National Park

Dry Tortugas National Park was established by Public Law 102-525, “...to preserve and protect for the education, inspiration, and enjoyment of present and future generations nationally significant natural, historic, scenic, marine, and scientific values....”

The legislation further articulates the park’s management purposes:

- 1) **To protect and interpret a pristine subtropical marine ecosystem, including an intact coral reef community.**
- 2) To protect populations of fish and wildlife, including (but not limited to) loggerhead and green sea turtles, sooty terns, frigate birds, and numerous migratory bird species.
- 3) To protect the pristine natural environment of the Dry Tortugas group of islands.
- 4) To protect, stabilize, restore, and interpret Fort Jefferson, an outstanding example of nineteenth-century masonry fortification.
- 5) To preserve and protect submerged cultural resources.
- 6) In a manner consistent with paragraphs (1) through (5), to provide opportunities for scientific research.

The Long Range Interpretive Plan (LRIP) sets the framework for a park's desired interpretive program. The LRIP adds one more management purpose:

In a manner consistent with paragraphs (1) through (6), to provide opportunities for education, inspiration, and enjoyment of park resources by present and future visitors.

Themes

As visitors enjoy the resources at Dry Tortugas National Park, it is the responsibility of interpretation to facilitate a connection from the park's tangible resources to the visitor's intangible meanings. Each visitor to Dry Tortugas National Park should have the opportunity to be exposed to some, if not all of these themes—ideas that are central to the park's story—through personal services, interpretive media, or both.

Overarching theme: Because of its landforms, location, currents, and weather, Dry Tortugas National Park is a confluence of natural and human influences, which are integral to each other.

Natural History Themes:

- The Dry Tortugas lie at the convergence of ocean currents resulting in an area teeming with marine life.
- The geology and isolated location of the islands offer a vital terrestrial habitat that provides refuge for nesting and migrating wildlife.
- The Dry Tortugas is a fragile ecosystem that is influenced by global, regional, and local activities.

Cultural History Themes:

- Despite its apparent isolation, the historic structures in Dry Tortugas National Park resulted from evolving national concerns, international rivalries, and pioneering endeavors.
- Due to its pivotal location and the risks of navigating the Florida Straits, the Dry Tortugas became a focal point for human successes and failures.
- The voices of Dry Tortugas—reflecting a wide range of individuals and cultures—tell a story of survival, adaptation, struggle, interaction, and accomplishment.

Orientation, information, and safety messages:

While these do not represent interpretive themes, they are key to what should be communicated to visitors so that they have as safe and as enjoyable a visit as possible.

Concessioner-provided interpretation

As mentioned above, interpretation falls into two major categories: personal and non-personal services. Generally, the National Park Service takes responsibility for almost all non-personal services products. Examples that the ferry Concessioner may be asked to assist with are the distribution of a park newspaper to all passengers; the installation of an exhibit panel(s) on the ferry itself, and perhaps a kiosk in the area of ticket sales.

However, for the purposes of this Contract, the National Park Service is most interested in how the Concessioner plans to provide personal services interpretation to their customers.

Snorkeling. There is a requirement to provide a snorkeling instructor (not a lifeguard) who will demonstrate and coach visitors in the skills necessary to manage the snorkeling equipment (e.g., how to clear the mask, how to kick with fins). This person will also articulate and demonstrate snorkeling etiquette and behaviors that will protect sensitive marine resources (do not stand on coral or sea grasses, do not touch corals, etc.). The instructor will also warn visitors as to hazards presented by the local marine environment (urchins, jellies, stingrays, barracudas,

sunburn, etc.). With 100+ novice snorkelers and swimmers utilizing the same area of Dry Tortugas day-after-day, it is critical that visitors understand how to interface with an unfamiliar environment in a safe and sensitive manner.

Formal Interpretation. The Concessioner will be required to provide this interpretive service to its customers. Because of the challenges of providing effective presentations to huge groups, group size will be no greater than 25. The individuals leading the tours should be well versed in the history and natural history of the park. They should be able not only to identify features, wildlife and the like, but they should be able to communicate the significance of those objects—i.e., the intangible meanings behind them. They should be comfortable with the tactics of interpretation, from group management, to ensuring all can see and hear, to the effective use of props and other support materials. Because interpretation is an art, it requires constant practice and adaptation to make it effective. Thus, the most successful interpretation is delivered by those who do it daily, who constantly work to expand their personal knowledge base, and who strive to make their programs ever more effective.

Roving Interpretation. This is a kind of informal presentation that tends to be delivered one-on-one or to smaller groups. It often takes the form of answering specific questions and providing informational services. Typically, this kind of interpretation is offered on the boat during the trip to and from the park where noise and other distractions make formal presentations difficult. It might consist of a brief welcome or introduction over a public address system, followed by the interpreter moving through the vessel to engage small groups of passengers, and being available to answer questions or to explain something more in-depth. These kinds of services may also be offered in the park, with interpreters walking the moat wall, making themselves available to those visitors who choose not to snorkel, or perhaps roving in high visitor-use areas of Fort Jefferson.

Audio Program (if offered). The park considers the offering of an audio tour a potentially significant interpretive addition for the visitor. Visitors would be issued portable audio players with headsets that will allow individualized exploration of the park. A trip on the high-speed catamaran is inherently noisy. The value of the visitor receiving a brief orientation to the park while en route (2.5 hours), where volume and pace are individually controlled, allows a consistent and effective protection and safety message without the distractions of constant ambient noise. Visitors to the park typically tour both the fort and then snorkel. Because of the amount of time they spend at the park, they have more opportunity to unwittingly damage irreplaceable cultural and natural features. The GMP Amendment requires that tours be no larger than 25 people each in order to preserve a more meaningful visitor experience, enhance safety, and alleviate point-loading. An audio tour would allow visitors to experience the park at their own pace, ensure a consistent and high quality message is delivered, and sensitize visitors to the fragility of park resources.

Training

Training and preparation time for staff are critical components of an effective interpretive program. Generally within the NPS, interpreters are provided 10% of their time to research and develop programs. This is over and above an average of one-to-two weeks of annual training in interpretation. NPS *Management Policies, 2001* state:

When the provision of interpretive services is required by the Contract, Concessioners will provide formal interpretive training for their employees, or will participate in formal interpretive training that is either offered by the NPS or co-sponsored by the Concessioner.... Concession contracts will require the Concessioner to provide all visitor

services in a manner that is consistent with, and supportive of, the interpretive themes, goals, and objectives articulated in each park's planning documents, mission statement, and/or interpretive prospectus.

(10.2.4.4 Interpretation by Concessioners)

References

Interpretive Development Program, National Park Service, www.nps.gov/idp/interp.