

# National Park Service

## Prospectus

To Operate Concession at Everglades National Park Boat Tours

Includes Proposal Instructions & Package and  
Maintenance Plan

One hundred twenty-eight (128) pages total including this cover

## PROSPECTUS

Under which a Concession Contract will be awarded to  
Provide, Operate, and Maintain

Boat Tours, Canoe/Kayak Rental  
Sale of Sandwiches, Drinks, Supplies,  
Souvenirs, and Sundries

For the public traveling  
on the Gulf Coast District of

Everglades National Park

Prospectus Issued: May 7, 2002

Offers must be received by:  
National Park Service  
Division of Concession Program Management  
Southeast Region  
Atlanta Federal Center, 19924 Building  
100 Alabama Street, SW  
Atlanta, GA 30303

Not Later Than 5:00 p.m. EST, July 8, 2002

Inquiries should be referred to the attention of:

William Fay, Chief of Concessions Management  
Everglades National Park  
40001 State Road 9336  
Homestead, FL 33034  
Phone Number: (305) 242-7760

**ABSTRACT OF BUSINESS OPPORTUNITY**  
**Concession Contract CC-EVER-002-XX**

**EXISTING CONCESSION:**

**Location:** Gulf Coast District, four miles south of U.S. Highway 41 on State Road 29 in Everglades City, Florida.

**Service Provided:** Interpretive boat tours, canoe rentals, snacks and refreshments and a gift shop.

**Existing Concessioner:**  
Everglades National Park Boat Tours, Inc.

**Service:** Interpretive tour boat services within the Ten Thousand Island area of the Park. The tours are conducted by concession employees, and, at the discretion of the NPS, by NPS employees and volunteers on concession operated boats. The Service has approved the routes for specific tours.

Environmental Education Program: The concessioner shall provide boat transportation or tours for up to 50 park Environmental Education programs annually at no charge to the Service or the School District. These programs will be coordinated with the concessioner by the Environmental Education Coordinator through the Northwest District Interpreter. The concessioner will provide certificates, approved by the Service, for all environmental education participants. For each year of the contract, the concessioner will also provide an award of one \$50.00 U.S. Savings Bond per month for the months of January, February, March, and April along with a single \$500.00 award for the winter season. The certificates and awards will be provided at no charge to the Service. Additional education programs may be requested and negotiated in case of special needs or occasions. The concessioner will provide a poster, approved by the Service, for the teacher's education packet.

Fully equipped, safe, quality canoe rentals at the Gulf Coast Visitor Center. Hard-sided ice chests, water containers are available for rent to visitors/tour boat patrons by the concessioner. Limited food service including packaged sandwiches, fresh fruit, snacks, drinks, candy, and juices.

A gift shop containing a balanced variety of thematic gifts, visitor convenience items, and safety/first aid equipment (e.g. sunscreen, insect repellent, safety whistles, water bottles, etc.) All retail

services will comply with Service guidelines.

**Current Franchise Fee:** 4% gross receipts

**Annual Gross Revenues:** 2001 \$1,238,328  
2000 \$1,244,324  
1999 \$1,216,715  
1998 \$1,354,690

**Number of Employees:** 21

**PROPOSED CONCESSION:**

Continuation of existing business and services will be provided. New services will include: Rental of kayaks, binoculars, hard sided ice chests and water containers will be available to visitors and tour boat patrons.

**Term of Contract proposed:** 7 years

**Franchise Fee:** A minimum franchise fee that equals 10% of the concessioner's annual gross revenue will be required.

**Estimate of capital investment required during new contract:** None.

**Estimate of purchase expense of personal property:** Negotiable with existing concessioner.

This summary is provided as a ready reference of key points for interested parties. It does not modify the Prospectus. The business opportunity is described in the Prospectus.

## BUSINESS OPPORTUNITY

### INTRODUCTION

This section of the prospectus describes the existing business and the business opportunity in general terms. Potential offerors are responsible for reviewing all sections of the prospectus and, specifically, the terms and conditions of the attached contract, including its exhibits, to determine the full scope of a concessioner's responsibilities under the new contract.

Everglades National Park Boat Tours, Inc. operates a gift shop, offers boat tours and canoe rentals in the 10,000 Island area of the Park. The concession activity is located at the park's Gulf Coast Ranger Station just outside Everglades City, four miles south of U. S. Highway 41 on state road 29. Everglades City is situated on Chokoloskee Bay in the 10,000 Island area of Southwest Florida. The town, which serves as the western water gateway to Everglades National Park, is located 35 miles south of Naples and 95 miles west of Miami on U. S. Highway 41. The area, often called Florida's last frontier, used to be the home of the mysterious mound dwelling Caloosa Indians. Settled in 1873, Everglades City became a port from which farmers of southwest Florida shipped produce.

The city was formerly the county seat of Collier County and was a frequent favorite fishing spot for several U S presidents. President Harry Truman dedicated Everglades National Park here in 1947.

Today the community remains popular for its good fishing and crabbing. Warm mild winters make the area a favorite winter home to many northern residents. Everglades City has become well known for its annual seafood festival. The weekend long event is held in February each year. The whole community participates, hosting booths of arts, crafts, food, and music around the town square.

Business outlook for this area of the park and south Florida are considered bright. Visitation and revenues from this concession operation have been growing over the past several years. This is a growth area of southwest Florida with the rapidly growing cities of Ft. Myers and Naples to the northwest. In 1995 the concession grossed \$1,069,000, in 1996 \$1,165,684, in 1997 \$1,309,990, in 1998 \$1,354,690, in 1999 \$1,216,715, in 2000 \$1,244,324 in 2001 \$1,238,328. Visitation to the Park's district has grown from 283,286 in 1995, to 453,369 in 1999, and decreased to 346,556 in 2000. In 2001 visitation also decreased to 342,510. All concession services are available year round. The concessioner's boat fleet contains three 39 passenger, one 78 passenger, and one 130 passenger vessels. The larger vessels have enclosed lower decks and open topside sun decks. A variety of boat tours lasting up to 1 and 1/2 hours are offered. The tours explore the interior mangrove wilderness, and the islands which lay between Chokoloskee Bay and the Gulf of Mexico. The concessioner's boat captains interpret the history and natural resources of the area. National Park Service interpreters accompany some of the boat tours in the winter season. Boat tours account for approximately 79% of concession sales.

The gift shop and boat tour ticket sales are located on the ground floor of the government owned ranger station. The area comprises approximately 700 square feet and also houses cold drink

coolers, packaged snack foods, and sandwiches. There is an additional 500 sq. feet of storage and office space connected to the gift shop. Gifts, souvenirs and books account for 14% of concession sales, and limited food and beverage sales represent 5%.

Canoe rentals are also available from the concessioner and total 2% of sales.

The Concessioner is charged a building and dockage space use fee of \$6200 per year, paid monthly, for the use of government owned structures he/she occupies, and the use of approximately 150 feet of dockage space along the station sea-wall within the boat basin for company tour boats.

In addition to the building use fee above, the current concession contract requires payment of a franchise fee equal to 4% of the gross revenues for the privileges granted by the contract; protection and indemnity (watercraft) liability insurance of not less than \$2,000,000 per occurrence, and oil spill liability insurance of \$500,000.00, also Section XVI of the Operating Plan requires the Concessioner to expend additional sums on the Environmental Education Program.

The existing concessioner, Everglades National Park Boat Tours, Inc., (ENP Boat Tours, Inc.) has been authorized as a park concessioner under several concession authorizations since 1959. The current concession contract expired by limitation of time as of January 1, 1992; however, the contract has been extended by the National Park Service. The concessioner has operated satisfactorily during the term of the contract and the extensions and is expected to be a competitor for the new contract. With gross receipts in excess of \$500,000, the Director, pursuant to 36 CFR Part 51, has determined that this is not a qualified concession contract and therefore, no preferred offeror for this contract exists.

### **Basic Financial Information**

Historically, this business has been consistent from year to year in its reported revenue. Annual reported gross receipts and franchise fees are included in the Appendix, along with certain other financial information for the past three operating years. The PROPOSAL PACKAGE requires offerors to develop financial projections based upon the business to be operated and the projects required. Offerors should be appropriately cautious in the use of historical information. The National Park Service will not provide financial predictions; therefore, offerors are responsible for producing their own pro forma financial statements and relying upon their own financial predictions.

### **Future Operations**

The visitor services to be offered under the new contract are essentially the same as the old contract, except that the new contract will require kayak rentals in addition to canoe rentals. The new contract will require the concessioner to assume more responsibility for maintaining facilities and includes a provision for recycling. The operating plan requires the concessioner to meet Service standards for interpretive activities.

The Park is in the first phase of preparing a general management plan for the Everglades. This process requires a high degree of public input and is expected to take approximately three years to complete. It is expected that the Park will prepare a commercial services plan after the completion of the general management plan. Since these plans will clarify the role of commercial services in the Park, this contract will be for a seven-year term only in order for the necessary planning to be completed.

## Concession Facilities

### Concession Assigned Facility (Building) Inventory:

- A. A 1177 square foot area within Building 604, the Gulf Coast Ranger Station, is assigned to the concessioner for the concession operation. The assigned area is located on the ground floor of the building and consists of approximately (1) 677 square feet for the gift shop and ticket sales area, and (2) 500 square feet of storage space. A diagram of the assigned area is provided in the existing contract, which has been included in this prospectus.
- B. The visitor restroom facility is located on the ground floor of the Gulf Coast Ranger Station at the north end of the building.

### II. Inventory of Concession Assigned facilities (Other than buildings)

- A. 150 linear feet of seawall dockage space for concession tour boats docked at the Gulf Coast Ranger Station Boat Basin, Everglades City, Florida.

## Improvement Facilities Program

No Facilities Improvement Program is included in this contract.

## Maintenance

The concessioner will be responsible for maintenance of all Concession Facilities as shown in the "Exhibit E" the Maintenance Plan.

## Rates for Services

All offerors must agree in their proposals to operate at the approval rates in the existing contract unless a new schedule is approved by the Department of the Interior (Secretary) during the contract. (Refer to the Appendix for the current rate schedule.)

Requests for changes to the existing rate schedule will be judged primarily by comparison with those currently charged for comparable services and or accommodations sold outside of the areas administered by the National Park Service under similar conditions, with due allowances for length of season, provision of peak loads, accessibility and cost of labor and material, type of

patronage and other conditions customarily considered in determining charges, but due regard may also be given to such other factors deemed significant. The final determination will be made by the National Park Service.

### **Term of Contract**

The new contract will be for a term of seven years from the effective date of the new concession Contract. The selected offeror must execute the concession contract promptly after selection, within a maximum of thirty days after notification of their selection. In the event that the prior concessioner is selected, the Director will award the contract promptly. In the event that the prior concessioner is not the selected offeror, the contract will be awarded at such a time determined by the Director to have the least disruption to the provision of services to the visitors and to the prior and selected concessioner's business operation.

### **Franchise Fee**

The minimum franchise fee for the new contract is 10% of annual gross receipts. However, offerors may propose a higher minimum franchise fee in accordance with the terms of the prospectus. In addition, as provided in 36 CFR, Part 51, the National Park Service is in the process of developing administrative guidelines under which the National Park Service may allow for partial franchise fee waiver in recognition of exceptional performance by concessioners under the terms of a concession contract.

### **Utilities**

Water is supplied to the facility by the city of Everglades City. Power is metered and supplied by the local utility. Telephone services are provided by United Telephone. The complex is on a city sewer system. All utilities utilized in the concession operation are secured by and paid for by the concessioner.

### **Insurance**

The proposed contract requires the Concessioner to purchase and maintain liability coverages. Specific insurance requirements are contained in Exhibit F of the new concession contract.

### **Personal Property and Possessory Interest Purchase from Existing Concessioner**

Pursuant to the National Park Service Concessions Management Improvement Act of 1998, title to all buildings and structures utilized in the concession operations in the National Park System is vested in the United States. The buildings and structure utilized in the concession operations were constructed by the National Park Service, and the current concessioner is not entitled to possessory interest compensation.

### **Personal Property**

The current concessioner owns personal property used in the business. A list of this property is provided in the appendix. A new concessioner is required to purchase this personal property, subject to successful negotiation and, if necessary, arbitration. Refer to Section 12 of the existing contract, which is contained in the Appendix. All vessels used by the Concessioner to provide transportation to the visiting public must meet all U.S. Coast Guard License and safety requirements of the State of Florida. Vessels must be fully accessible in accordance with the Uniform Federal Accessibility Standards, Fed Std #795, and the American with Disabilities Act.

### **Possessory Interest**

No compensation is due to the current concessioner for real property improvements the prior concessioner may have made or acquired under the terms of the existing contract.

### **Estimates of Value**

The value of the existing concessioner's personal property and equipment, as estimated by the National Park Service is \$1,266,200. The value of the existing concessioner's merchandise and supplies (inventory), as estimated by the National Park Service, is approximately \$43,000.

These estimates are not binding on the existing concessioner. Actual values will be determined through negotiations with the existing concessioner or the value determination process (similar to binding arbitration) that is required by the terms of the existing concession contract.

Offerors may not rely on the National Park Service estimates in preparing and submitting proposals in response to this Prospectus. It is the responsibility of offerors to make their own estimates of the compensation that must be paid the existing concessioner under the terms of the existing concession contract.

### **Site Visits**

A site visit will be scheduled as an opportunity for interested parties to visit this business and view the existing operation first hand. A member of the Park staff will be available to answer any questions. The date and time of this site visit will be provided to all potential offerors. Potential offerors should contact the Park's Chief of Concessions Management at (305) 242-7760 to make an appointment to attend this site visit. The site visit should be scheduled between 10:00 am to 2:00 p.m. on a weekday.

often have more contact with and receive more information from concession employees than park staff. These contacts can have a significant effect on the quality of the visitor's experience. Concessioners also often occupy important historic structures and have, through their operations, meaningful effects on park resources.

To manage all these effects, Concession Program Management in the National Park Service has developed operating programs and practices. Application of these programs and practices enables the Service to supervise concessioner activities in an orderly way and to implement certain unique approaches for providing hospitality and recreation services in the National Park System.

**Resource Protection Considerations.** The National Park Service expects its concessioners to join with the Service in fulfillment of its mission, and to give special attention in their operations to the preservation, conservation, and protection of park resources and the environment.

Routine business operations, educational activities and employee programs must be conducted in accordance with all applicable environmental laws, and in a manner and by such methods that minimize negative environmental impacts on the parks and that encourage others to do the same.

Issues and technologies change over time. The following provide some idea of the Service's current resource protection objectives.

1. Solid waste disposal is a major environmental issue as well as a costly problem. The concessioner will be expected to reduce, reuse, and recycle. The new concessioner should actively work to reduce the amount of trash and waste generated, to acquire products with consideration given to the ability to reuse or recycle the product and its packaging, and to recycle all materials possible. An approach that minimizes such trash and ensures recycling where possible is necessary.
2. Water and energy conservation must be practiced in daily operations and incorporated into the design and construction of both rehabilitated and new facilities.
3. Concessioner-operated underground and above ground tanks for building and vehicle fuels, must meet all of the requirements of Federal, state, and local law and regulation. Responsibilities include cleanup of spillage or leaks, demonstration of financial responsibility, and fulfillment of reporting requirements.
4. The effect of vehicles and other operations on air quality is of concern to the National Park Service. Fuel and engine technology is evolving in ways that will benefit air quality. Concession operations should adapt their operations to such changes as they are proven to be reliable and effective.
5. Operations may be conducted in a natural area with a variety of wildlife. The new concessioner must conduct its operations under Service direction for mitigating human-wildlife interactions.
6. Employee orientation programs and development must genuinely emphasize the

importance of the park's natural and cultural resources and the necessary consideration for them due from all employees.

7. The Integrated Pest Management Program ensures that use of chemicals to control plant and insect pests is strictly regulated to minimize such uses and that such applications are the last resort in control efforts. The concessioner must work with the park in implementation of this program in its operations and in the areas for which it is responsible.

The overall objective of Resource Protection is to conduct operations in a steadily evolving way oriented towards the use of efficient and cost-effective approaches that minimize negative impacts on our environment and to encourage others to do so too.

**Environmental Management Program.** The Environmental Management Program provides park-specific information about the concessioner's role in providing its services in an environmentally sensitive manner. Environmental management programs include such topics as hazardous waste management, employee training programs, etc.

The successful offeror must submit the initial environmental management program for approval by the National Park Service within 60 days after the effective date of the contract. The approved program must be adhered to by the concessioner. It will be reviewed on no less than an annual basis.

**Construction.** Construction of all kinds should harmoniously integrate with the environment where it is located. Facilities that are cultural resources should be managed so as to maintain their intrinsic qualities through sustained conservation. Architectural style, design elements and construction materials should reflect the park and its history.

Plans and specifications for any and all construction and landscaping development on government-owned lands assigned to the new concessioner must be approved in writing by the National Park Service before the work may be started. Plans must be prepared in accordance with National Park Service standards. The National Park Service microfilms all plans for retention.

Construction codes to be followed are nationally applicable codes such as the Uniform Building Code and the National Fire Protection Association codes, including the National Fire Code, in the latest editions. Regional and local codes are followed where they set a higher standard than national codes or address unique issues. Even where park jurisdiction requires local codes to apply, higher standards in national codes will be used for concessioner construction.

The seismic safety standards to be applied to new buildings designed and constructed within the National Park Service System are:

1. 1991 International Conference of Building Officials Uniform Building Code.
2. 1992 Supplement to the Buildings Officials Conference of America National Building Code.
3. 1992 Amendments to the Southern Building Code Congress Standard Building Code.

4. State, county, and local jurisdictions having specific seismic safety standards.

**Interpretation.** The National Park Service expects that its concessioners will, in appropriate ways, interpret park natural and cultural resources, to park visitors and concession employees, with the objective of instilling in them an appreciation of the park area. Concessioner interpretive messages should include safety, local resource management issues and objectives, history of the area, and interpretive themes identified in the park's Interpretive Prospectus. These opportunities and responsibilities are more specifically identified in the contract and operating plan for this operation.

**Rates For Services.** Rates and prices charged are subject to prior approval of the National Park Service. Reasonableness and appropriateness of rates and charges will be determined primarily by comparison with those rates and charges for facilities, goods, and services of comparable character under similar conditions, with due allowances for length of season, provision for peak loads, accessibility and cost of labor and material, and type of patronage with consideration given to other factors deemed relevant (See PL 105-391). The National Park Service concession rate approval program identifies several methods by which comparable rates may be established. It is the responsibility of the regional director to approve the method used and the responsibility of the superintendent to approve rates.

To reduce government expenses, the concessioner will be required to provide reduced rates for lodging and transportation to government employees on official business. Reduced rates under this program may only be provided for lodging and transportation. All other rates for all other goods and services are to be charged to all government employees and their dependents in the same manner as to general park visitors.

**Equal Opportunity.** The Service is interested in having its concession operations reflect, through its employees, the cultural and ethnic diversity of the area in which they operate and of the nation as a whole. The Service is also interested in having participation in the management of the new concession by minority and women professionals. The Service believes that a varied and diverse concession workforce will better serve the increasingly varied and diverse clientele that uses the Nation's national park areas. A program for minority and women employees that advances these goals is very desirable. Provisions of the contract address this goal.

**Facility and Service Accessibility.** The concessioner will be required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for buildings and facilities. Compliance with ADAAG meets all accessibility requirements under the Americans With Disabilities Act and Section 504 of the Rehabilitation Act.

An offeror must demonstrate a commitment to full participation for persons with disabilities. This commitment must represent opportunities for both mainstreaming individuals into the normal use patterns of concession facilities as well as the willingness to provide specialized accommodation and programs.

The Service recognizes that there are significant variations among concession activities as to the possible range of accessibility and accommodation. However, each concessioner will be expected to handle accessibility issues and inquiries in a supportive and assisting manner that provides maximum opportunities for persons of all abilities.

**Utilities.** Where utility services are readily available, concessioners will be required to obtain them from local sources. In other circumstances, the National Park Service may furnish utilities to concessioners. Rates for services furnished by the National Park Service will be based on guidelines established by the Director.

**Maintenance Plan.** The maintenance plan provides park-specific information about required maintenance. The parks will describe the interaction of park maintenance activities with concessioner activities and will specify and describe any maintenance tasks unique to the particular park that must be performed by concessioners and those, if any, that will be the responsibility of the National Park Service.

The concessioner generally will be required to maintain, repair, and perform improvements on all assigned concession facilities, including cyclic maintenance, grounds maintenance, landscaping, and all necessary "housekeeping" activities associated with the concession operation, to the satisfaction of the National Park Service. The National Park Service in consultation with the concessioner, will determine the specific maintenance responsibilities, and establish priorities and projected completion dates.

The maintenance plan is initiated at the park level and signed by the park superintendent. Typically, superintendents will ask concessioners to consult on the content of such plans. Such plans may not alter provisions in the body of the contract document or Service policy.

The initial maintenance plan is an exhibit to the contract. A plan must be signed by the successful offeror at the time that the contract is signed. It will be reviewed on no less than an annual basis, and changes will be made as determined appropriate by the National Park Service.

**Operating Plan.** The operating plan includes such details about the operations as are necessary for the concessioner and the National Park Service to operate smoothly together, and provides the concessioner with information as to what specific operating practices are considered satisfactory in the circumstances of a particular park.

Operating plans include such things as hours of operation, scope and quality of service, management information, lost and found procedures, reservations, advance deposits, cancellations and refund policy, convention policy, rates, safety, sanitation, security, and health care, concession employees and employment, complaint review process, prior notification of changes in key management staff, and other areas of concern. The operating plan is initiated at the park level and signed by the park superintendent. Typically, superintendents will ask concessioners to consult on the content of such plans. Such plans may not alter provisions in the body of the contract document or Service policy.

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\*\*\*Everglades National Park \*\*\*

\*\*\*\* Southeast Region - National Park Service \*\*\*\*

annual basis, and changes will be made as determined appropriate by the National Park Service.

**Sale of Souvenirs and Handicrafts.** The selection and sale of gifts, souvenirs, and handicrafts in areas administered by the National Park Service is restricted in certain ways by National Park Service policies. The selection of items is limited to those that are appropriate for the public use and appreciation of the park. The sale of appropriate handicrafts associated with or interpretive of an area is especially encouraged. The concessioner will work with the park and its interpretive staff to determine what sorts of merchandise are most appropriate for the park area.

**Insurance.** The proposed contract requires the concessioner to insure any buildings, structures, equipment, furnishings and betterments, and merchandise used in the operation. In addition, the concessioner must carry liability insurance adequate for the types of activities it conducts.

The contract requires the new concessioner to purchase and maintain various types of insurance. Minimum coverage limits, as required, are provided in an exhibit.

**Preference in the Award of a New Contract.** Under the National Park Service Concessions Management Improvement Act of 1998, certain existing satisfactory concessioners are entitled to a preference in the renewal of their concession contracts. Specifically, concessioners with annual gross receipts of less than \$500,000, and all concessioners who are solely authorized to provide river running, outfitting and guide services are entitled to this right. The scope of this preference is further described by National Park Service regulation (36 CFR Part 51).

**Sub-Concessioners.** By policy, the NPS discourages subcontracting. Subcontracting is not essential to providing quality service to the public, and therefore, will generally not be approved.

**Historic Preservation and the National Register of Historic Places.** Some facilities used by concessioners are on or may be eligible for the National Register of Historic Places. They are required to be maintained in accordance with the Secretary's Standards for Historic Preservation. This can be more time consuming and expensive than operations in nonhistoric buildings.

If such facilities will be used by the concessioner under this contract, requirements will be more fully described in the applicable contract. The preferred approach is to use a Historic Structures Report as a source for significance, and a Historic Structure Preservation Guide to become aware of maintenance techniques and standards. If such documents do not exist for these facilities, more detailed project consultation will be required prior to working on the affected buildings. Carrying out such maintenance requires specially trained maintenance staff.

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**Compliance with Federal State and Local Laws.** Concessioners operate on Federal land but within the jurisdictional framework established by the application of park jurisdiction. Federal statutes apply to concession operations. State and local laws and regulations may also apply.

**Concessioner Loss Control Program.** The concessioner will develop, maintain, and implement a documented loss (safety) control program. This written program describes procedures, policies, and documentation for a process to minimize incidents and accidents that will affect the visitor, concession employees and the facilities. The program shall include the following elements appropriate to the size and scope of the required services:

- a. Management's Policy Statement, Duties, Employee's Responsibilities, and Administration.
- b. Inspection and Abatement
- c. Accident Investigation and Reporting
- d. Safety/Health Committee
- e. Training
- f. Emergency Procedures

#### **Program Management - Financial Programs and Practices**

The intention of the National Park Service is to contract with private businesses and individuals to conduct concession activities that are necessary to achieve park goals rather than to have the government conduct those activities directly. The National Park Service requires the payment of a franchise fee based on the probable value of the opportunity provided by the government.

**Concessioner Pays Operating Costs.** The costs of operation will be covered by the concessioner.

**Real Property in a Park Belongs to the National Park Service.** If real property improvements are made, the title to them will belong to the United States. However, under the terms of the applicable Contract, the United States may have an obligation to compensate a concessioner in the future for those real property improvements. This obligation to compensate is referred to in the contract as "leasehold surrender interest."

**Real Property Outside the Park Belongs to the Concessioner.** Concessioners who invest in real property outside of a park area for the purposes of supporting in-park operations are not obliged to sell that property to any incoming concessioner. The government will not compensate concessioners for such property or require any incoming operator to purchase such property.

**Personal Property Belongs to the Concessioner.** Concessioners, not the government, are the owners of most types of personal property. The government will not require any successor

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\*\*\*\* Southeast Region - National Park Service \*\*\*\*

concessioner to purchase such personal property.

**Businesses May Not be Encumbered, Sold or Transferred Without Approval.** Businesses may not be (1) encumbered, pledged, mortgaged or otherwise provided as security interest, or (2) assigned, sold, conveyed, granted, contracted for, or otherwise transferred without the prior written approval of the National Park Service. The process for obtaining approval, the information that must be submitted by the concessioner and the findings that must be made by the NPS before approval will be given are set forth in 36 CFR 51, Subpart J.

**No Guarantee of Profit.** There is no guarantee of any profit or of a profit in any given year. It is the responsibility of the offeror to assure itself that the terms of its offer provide it a reasonable opportunity for profit.

**Concessioner Review Program.** The regional director, through the park superintendent and his/her designated representatives, will maintain a continuing review of concession operations and management. This continuing review will determine if the concessioner is complying with all provisions of the contract and will evaluate the concessioner's operation to determine if satisfactory performance as required by Public Law 105-391 is being provided. This concessioner review program will include, but not be limited to:

1. The quality of the service rendered to the public;
2. The prices that are charged the public;
3. The condition of the premises;
4. The appearance and conduct of employees;
5. The degree to which facilities are properly maintained and repaired as required by the particular concession authorization;
6. The nondiscrimination policies of the concessioner with relation to both employment and service to the public;
7. Compliance with the Concessioner Loss Control Program;
8. Compliance with U.S. Public Health Service standards and requirements, and state and local health codes that may be applicable;
9. Compliance with practices that foster a safe environment for the public; and
10. Compliance with the various administrative and financial requirements of the contract, including any applicable construction program.

Periodic written evaluations will be prepared by the applicable park, usually two or three times a year, following the procedures and requirements of the National Park Service concessioner review program. From these evaluations an annual rating is established. Failure

to operate in a manner satisfactory under the requirements of the concessioner review program  
may be cause for termination of a concession authorization.

## EVERGLADES NATIONAL PARK AND ITS MISSION

Congress authorized Establishment of Everglades National Park on May 30, 1934. Park lands were set aside to be permanently reserved as a wilderness, providing that no development should interfere with the preservation of the park's unique flora and fauna and the essential primitive natural conditions which prevailed at the time in the area. The park is truly unique, containing many sub-tropical biological diverse communities of plants and animals found no where else in this country.

A recent addition of 107,000 acres along the eastern most boundary brought the total acreage to just over 1 ½ million. Located along the southwestern tip of the Florida peninsula, the Park serves as a major watershed for south Florida, and is home to such endangered and threatened species as the Florida Panther, snail (Everglades) kite, West Indian manatee, Southern bald eagle, American crocodile, loggerhead turtle and numerous wading birds including the woodstork.

Water resources are of extreme importance to the survival of the Everglades and the south Florida ecosystem. The water quality and quantity, which gently flow through the Park, determine the condition of the entire downstream estuarine community, the recharge of the Biscayne Aquifer, and the health of Florida Bay to the south. The Comprehensive Everglades Restoration Plan (CERP) was submitted to Congress by the U.S. Army Corps of Engineers in July 1999, and approved in the Water Resources Development Act of 2000. CERP lays out an ambitious plan for the south Florida ecosystem, as well as the south Florida built-environments. The plan has identified 68 individual projects that will take more than 30 years to build at a cost of \$7.8 billion. These projects, if successful, could result in a healthy south Florida ecosystem.

Everglades National Park, the third largest national park in the contiguous United States, is located in the southwestern portion of Florida. Hosting one of the most unusual wilderness areas on the continent, Everglades National Park enjoys visitation in excess of 1,000,000 annually. The sub-tropical climate makes the Park a year-round attraction. The months of May through October may bring intense storms and heavy rains, and annual precipitation can exceed 50 inches.

This concession operation is located in the northwestern portion of the park in Everglades City. Everglades City has an elevation of only a foot above sea level. Prominent vegetation is composed of the mangrove shoreline.

Everglades National Park is an operating unit of the National Park Service that shares concurrent jurisdiction with the State of Florida. National Park Service Rangers holding Federal Law Enforcement commissions, are responsible for enforcing Federal and State laws within Park boundaries pursuant to the Assimilative Crimes Act of 1948, while other local and State law enforcement officers may enter the Park to enforce local and state laws as well.

Public health codes are prescribed by the National Park Service, the United States Public Health Service, Collier County Public Health and the State of Florida.

No facilities improvement program is included in the contract. However, if one were proposed and approved, or if repair work is performed, Collier County and national building codes must be followed as applicable, and all construction plans would have to be reviewed and stamped by the Collier County building office and fees paid. No construction may be undertaken unless the National Park Service has issued a letter to proceed and approved the plans.

Although all operations are conducted on Federal property, the concessioner is subject to state and local laws and ordinances in the same manner as if they operated outside of the Federal holding.

Business permits and licenses normally required must be secured by the concessioner, and taxes normally payable must be paid by the Concessioner.

Located in the southeast region of the NPS, with a regional office in Atlanta, Georgia which oversees park areas in Alabama, Georgia, Mississippi, Florida, North Carolina, South Carolina, Kentucky, Tennessee, Puerto Rico, the Virgin Islands, and a portion of Virginia. The Southeast Regional Director is the managing official in this action and will sign the contract.

The Superintendent, Everglades National Park oversees and supervises all activities within the park including five divisions located in the park headquarters in the Pine Island area, Visitor and Resource Protection, Interpretation, Maintenance, Administration, and Research; five districts each containing a district ranger, district naturalist and lead maintenance foreman, located at Pine Island, Tamiami Bend (Shark Valley), Flamingo, Northwest (Everglades City), and the newest, East Everglades at Chekika. The Deputy Superintendent oversees all park operations including the activities of the Chief of Concessions Management for the four south Florida park areas, Everglades, Biscayne and Dry Tortugas National Parks, and Big Cypress National Preserve.

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**NATIONAL PARK SERVICE**

**EVERGLADES NATIONAL PARK**

**FOR**

**INTERPRETIVE BOAT TOURS, CANOE/KAYAK RENTALS, SNACKS AND  
REFRESHMENTS, AND A GIFT SHOP**

**CONCESSION CONTRACT NO. CC-EVER002-XX**

\_\_\_\_\_  
[Name of Concessioner]

\_\_\_\_\_  
[Address, include e-Mail address and phone number]

\_\_\_\_\_  
**Doing Business As**

\_\_\_\_\_  
**Covering the Period**

**through**  
\_\_\_\_\_

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## **THE NATIONAL PARK SERVICE AND ITS MISSION**

America's National Park Service was created by Congress to "... conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, the Congress has declared that the National Park System should be, "... preserved and managed for the benefit and inspiration of all the people of the United States." The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

The National Park Service is an agency (bureau) of the Department of the Interior (Department). The Department of the Interior, through its various bureaus, has responsibility for managing much of our nationally owned public lands and natural and cultural resources. This management responsibility includes fostering wise use of our land and water resources, protecting our fish and wildlife, preserving the environmental and cultural values of our national parks and historical places, and providing for the enjoyment of life through outdoor recreation. The Department also encourages stewardship and citizen responsibility for the public lands and promotes citizen participation in their care.

The National Park Service is managed by its Director who makes its policies under the direction of the Secretary of the Interior and through the Assistant Secretary, Fish, Wildlife and Parks. The Director seeks advice on policy and other concession-related matters from his Office of Concession Management. This office includes branches for financial, contracting, and planning and program matters.

### **CONCESSION PROGRAM MANAGEMENT**

#### **Concession Contract and Permit Management**

As one of the means by which the public can be provided the facilities and services to enjoy national park areas, Congress reorganized the concession program in the National Park Service through the National Park Service Concessions Management Improvement Act of 1998 (P.L.105-391). Pursuant to P.L.105-391 the National Park Service has promulgated regulations for administration of the concession operations in parks. These regulations are found in 36 CFR Part 51. Concession activities are also subject to Management Policies of the National Park Service. They are not subject to the Federal Acquisition Regulations (FAR).

Under P.L. 105-391, the National Park Service is authorized to provide "necessary and appropriate" facilities and services that are desirable for the visiting public through concession contracts. These services include a wide variety of commercial visitor services from backcountry guiding to first-class hotel operations and are provided by private corporations, partnerships, individuals, or other entities under contract with the National Park Service. All commercial visitor services exist for the purpose of providing park visitors with the services and accommodations that are necessary and appropriate for full enjoyment of America's National Park Service administered areas. The determination of which facilities and services

are necessary and appropriate is made through the National Park Service's planning process. Needs vary with the purposes of the various park areas and their individual circumstances at the time of contracting.

The preceding description covers only the primary laws directly affecting the management of a National Park Service concession. Many other federal statutes apply. State and local laws and regulations may also apply depending on the nature of park jurisdiction. Some areas are exclusively federal in jurisdiction while others involve state and local jurisdiction.

The services to be provided under this contract are to be performed under the applicable laws, regulations, policies, and planning existing now or established during the term of the contract.

### **Concession Program Management**

The NPS Concession Program represents the interests of the National Park Service through three subdivisions: park, regional and Washington offices including the Concessions Program Center in Denver.

At each park there is, at the least, an individual assigned the task of being the concessioner's immediate contact. This may be a part-time duty in a park where concession activities are minor in nature. For parks with larger operations, a full-time staff will manage the park's immediate relationship with its concessioners and support the park superintendent.

For management purposes, the National Park Service is divided into seven regions, each with an office of the Regional Director. Each Regional Director's office has an office providing various technical functions including an Office of Concession Program Management. This concession management group provides advice to the region's parks and to the Regional Director and provides a variety of support to parks for contracting and other work.

In Washington, D.C., a staff of specialists make policy recommendations to the Director and manages problem issues. This office is under the leadership of the Concession Program Manager, National Park Service. This office is part of the Park Operation and Education subdivision of the Washington office.

The Concession Program Center (CPC), located in Denver, CO, provides nationwide assistance on a variety of subjects relating to the concession management program. The CPC does feasibility studies, calculates insurance replacement cost values, carries out concession planning as separate assignments or as part of overall park planning teams, and undertakes a variety of special projects required to serve park goals.

### **Program Management - Operating Programs and Practices**

While the role of a concessioner must include well defined business-oriented goals and management, in order for the relationship to be successful, the concessioner must also adopt the goals of the park as its own and make the achievement of park objectives for visitor service and other matters part of the concessioner's objectives.

Concessioners and their staffs are important members of the park community. Park visitors

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**[CORPORATION]**

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the \_\_\_\_\_ Region, (hereinafter referred to as the "Director"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter referred to as the "Concessioner"):

**[PARTNERSHIP]**

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the \_\_\_\_\_ Region, hereinafter referred to as the "Director", and \_\_\_\_\_ a partnership organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Concessioner":

**[SOLE PROPRIETORSHIP]**

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the \_\_\_\_\_ Region, hereinafter referred to as the "Director," and, \_\_\_\_\_, an individual of, doing business as \_\_\_\_\_, hereinafter referred to as the "Concessioner":

**WITNESSETH:**

**THAT WHEREAS**, Everglades National Park is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

**WHEREAS**, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

**WHEREAS**, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

**WHEREAS**, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

**NOW, THEREFORE**, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub.L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

## SEC. 1. TERM OF CONTRACT

This Concession Contract No. \_\_\_\_\_ (“CONTRACT”) shall be effective as of \_\_\_\_\_, and shall be for the term of seven (7) years until its expiration on \_\_\_\_\_, 20\_\_\_\_\_.

## SEC. 2. DEFINITIONS

The following terms used in this CONTRACT will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) “Applicable Laws” means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) “Area” means the property within the boundaries of Everglades National Park.
- (c) “Best Management Practices” or “BMPs” are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this CONTRACT. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner’s operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (d) “Concession Facilities” shall mean all Area lands assigned to the Concessioner under this CONTRACT and all real property improvements assigned to the Concessioner under this CONTRACT. The United States retains title and ownership to all Concession Facilities.
- (e) “Days” shall mean calendar days.
- (f) “Director” means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.
- (g) “Exhibit” or “Exhibits” shall mean the various exhibits, which are attached to this CONTRACT, each of which is hereby made a part of this CONTRACT.
- (h) “Gross receipts” means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts

of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) charges for employees' meals, lodgings, and transportation;
- (3) cash discounts on purchases;
- (4) cash discounts on sales;
- (5) returned sales and allowances;
- (6) interest on money loaned or in bank accounts;
- (7) income from investments;
- (8) income from subsidiary companies outside of the Area;
- (9) sale of property other than that purchased in the regular course of business for the purpose of resale;
- (10) sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(k) "Superintendent" means the manager of the Area.

(l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this CONTRACT.

### SEC. 3. SERVICES AND OPERATIONS

#### (a) Required and Authorized Visitor Services

During the term of this CONTRACT, the Director requires the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

- A. Interpretive tour boat services on specific routes within the Ten Thousand Island area of the Park, including, at certain times of the year, transportation for children participating in the park's sponsored Environmental Education Program. Tours are conducted by concession employees, and at the discretion of the NPS, by NPS employees and volunteers on concession operated boats. The Service must approve the routes for specific tours.
- B. Interpretive tour boat services on Halfway Creek (Mangrove Wilderness Tour).
- C. Fully equipped, safe, quality canoes and kayaks rental at the Gulf Coast Visitor Center. Hard-sided ice chests, water containers and marine binoculars will also be available for rent to visitors/tour boat patrons by the concessioner.
- D. A "mini Deli" providing limited food service including sandwiches, fresh fruit, snacks, drinks, candy, and juices.
- E. A gift shop containing a balanced variety of thematic gifts, visitor convenience items, and safety/first aid equipment (e.g. sunscreen, insect repellent, safety whistles, water bottles, etc.) The Concessionaire is responsible for ensuring that all retail services comply fully with Service guidelines.

The Service is not authorizing additional services under this contract at this time. However, authorized services may be added at the discretion of the Service.

Any additional services proposed by the Concessioner will be authorized solely upon the written approval of the Director.

**(b) Operation and Quality of Operation**

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this CONTRACT to such an extent and in a manner considered satisfactory by the Director including support of the Parks mission. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this CONTRACT. The Concessioner's authority to provide visitor services under the terms of this CONTRACT is non-exclusive.

**(c) Operating Plan**

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this CONTRACT in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this CONTRACT as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this CONTRACT and are not inconsistent with the terms and conditions of the main body of this CONTRACT.

**(d) Merchandise and Services**

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this CONTRACT, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this CONTRACT must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(3) The Concessioner will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

**(e) Rates**

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this CONTRACT. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

**(f) Impartiality as to Rates and Services**

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this CONTRACT. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

**SEC. 4. CONCESSIONER PERSONNEL**

(a) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this CONTRACT.

(b) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.

(c) The Concessioner shall ensure that its employees are hospitable, exercise courtesy and consideration in their relations with the public, and conduct themselves in support of the parks mission. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(d) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services

through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(e) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(f) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(g) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(h) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(i) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

## **SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE**

### **(a) Legal, Regulatory and Policy Compliance**

This CONTRACT, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this CONTRACT at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this CONTRACT. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this CONTRACT.

**(b) Notice**

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

**(c) How and Where to Send Notice**

All notices required by this CONTRACT shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent  
Everglades National Park  
40001 State Road 9336  
Homestead, Florida 33034  
Attention: Superintendent

Notices sent to the Concessioner shall be sent to the following address:

Concessioner  
Address  
Attention:

**SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION**

**(a) Environmental Management Objectives**

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this CONTRACT:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this CONTRACT.

**(b) Environmental Management Program**

- (1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program

(EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this CONTRACT.

- (2) The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this CONTRACT.

- (3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this CONTRACT.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

**(c) Environmental Performance Measurement**

The Concessioner shall be evaluated by the Director on its environmental performance under this CONTRACT, including, without limitation, compliance with the approved EMP, on at least an annual basis.

**(d) Environmental Data, Reports, Notifications, and Approvals**

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this CONTRACT. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this CONTRACT. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this CONTRACT. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this CONTRACT. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

**(e) Corrective Action**

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this CONTRACT, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

**(f) Indemnification and Cost Recovery for Concessioner Environmental Activities**

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this CONTRACT from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this CONTRACT.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The

Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

**(g) Weed and Pest Management**

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this CONTRACT. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

**(h) Protection of Cultural and Archeological Resources.**

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

**SEC. 7. INTERPRETATION OF AREA RESOURCES**

**(a) Concessioner Obligations**

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this CONTRACT.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

**(b) Director review of content**

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

**SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER**

**(a) Assignment of Concession Facilities**

(1) The Director hereby assigns Concession Facilities as described in "Exhibit C" to the Concessioner for the purposes of this CONTRACT. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this CONTRACT.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

**(b) Concession Facilities Withdrawals**

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this CONTRACT if:

(1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

**(c) Effect of Withdrawal**

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this CONTRACT will be treated as a termination of this CONTRACT pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

**(d) Right of Entry**

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this CONTRACT for any purpose he/she may deem necessary for the administration of the Area.

**(e) Personal Property**

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this CONTRACT, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this CONTRACT. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this CONTRACT. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

**(f) Condition of Concession Facilities**

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

**(g) Utilities**

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

**SEC. 9. MAINTENANCE**

**(a) Maintenance Obligation**

Subject to the limitations set forth in Section 8(a)(1) of this CONTRACT, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, groundskeeping, and security for all Concession Facilities to the satisfaction of the Director.

**(b) Maintenance Plan**

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this CONTRACT and shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

**SEC. 10. FEES**

**(a) Franchise Fee**

(1) For the term of this CONTRACT, the Concessioner shall pay to the Director for the privileges granted under this CONTRACT a franchise fee equal to \_\_\_\_\_ percent (\_\_\_\_\_% ) of the Concessioner's gross receipts for the preceding year or portion of the year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(3) The Concessioner shall be responsible for payment of additional sums requested for the Environmental Education Program as set forth in Section XVI of the Operating Plan.

**(b) Payments Due**

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this CONTRACT, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

**(c) Interest**

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

**(d) Adjustment of Franchise Fee**

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this CONTRACT, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this CONTRACT which have or will significantly affect the probable value of the privileges granted to the Concessioner by this CONTRACT. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this CONTRACT.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this CONTRACT.

(3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.

(4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.

(5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

(6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the

parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.

(7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this CONTRACT within sixty (60) days of the presentations.

(8) Any adjustment to the franchise fee resulting from this section shall be prospective only.

(9) Any adjustment to the franchise fee will be embodied in an amendment to this CONTRACT.

(10) During the pendency of the process described in this section, the Concessioner shall continue to make the established franchise fee payments required by this CONTRACT.

## **SEC. 11. INDEMNIFICATION AND INSURANCE**

### **(a) Indemnification**

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this CONTRACT. This indemnification shall survive the termination or expiration of this CONTRACT.

### **(b) Insurance in General**

(1) The Concessioner shall obtain and maintain during the entire term of this CONTRACT at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this CONTRACT as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

**(c) Commercial Public Liability**

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this CONTRACT.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this CONTRACT, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

**(d) Property Insurance**

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this CONTRACT.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the CONTRACT. The minimum values currently in effect are set forth in Exhibit F.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this CONTRACT, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest (as defined in Page 23 of 30 Applicable Laws including without limitation 36 CFR Part 51) or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit F.

## **SEC. 12. BONDS AND LIENS**

### **(a) Bonds**

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this CONTRACT.

### **(b) Lien**

As additional security for the faithful performance by the Concessioner of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the CONTRACT hereunder within the Area .

## **SEC. 13. ACCOUNTING RECORDS AND REPORTS**

### **(a) Accounting System**

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this CONTRACT, including but not limited to

the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this CONTRACT, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this CONTRACT by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

**(b) Annual Financial Report**

An annual financial report shall be submitted by the Concessioner within sixty days after December 31. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed, and if over \$1 million audited by an independent certified public accountant or by a licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States. Any review or audit shall be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

**(c) Other Financial Reports**

(1) Balance Sheet. Within ninety (90) days of the execution of this CONTRACT or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this CONTRACT. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

## **SEC. 14. OTHER REPORTING REQUIREMENTS**

The following describes certain other reports required under this CONTRACT:

### **(a) Insurance Certification**

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this CONTRACT. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

### **(b) Environmental Reporting**

The Concessioner shall submit environmental reports as specified in Section 6 of this CONTRACT, and as otherwise required by the Director under the terms of this CONTRACT.

### **(c) Miscellaneous Reports and Data**

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the CONTRACT or otherwise, including, but not limited to, operational information.

## **SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION**

### **(a) Suspension**

The Director may temporarily suspend operations under this CONTRACT in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

### **(b) Termination**

(1) The Director may terminate this CONTRACT at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this CONTRACT if the Director determines that the Concessioner has materially breached any requirement of this CONTRACT, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this CONTRACT, the requirement to pay the established franchise fee, the

requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the CONTRACT, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the CONTRACT for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the CONTRACT for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this CONTRACT upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this CONTRACT if the Director determines that the Concessioner is unable to perform the terms of CONTRACT due to bankruptcy or insolvency.

(5) Termination of this CONTRACT for any reason shall be by written notice to the Concessioner.

**(c) Notice of Bankruptcy or Insolvency**

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this CONTRACT is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

**(d) Requirements in the Event of Termination or Expiration**

(1) In the event of termination of this CONTRACT for any reason or expiration of this CONTRACT, no compensation of any nature shall be due the Concessioner in the event of a

termination or expiration of this CONTRACT, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this CONTRACT. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this CONTRACT shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

#### **SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS**

(a) This CONTRACT is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this CONTRACT for which the Director may terminate this CONTRACT for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT of any nature or operating rights under this CONTRACT, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this CONTRACT.

#### **SEC. 17. GENERAL PROVISIONS**

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this CONTRACT is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise from this CONTRACT but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(g) This CONTRACT is subject to the provisions of 43 CFR, Subtitle A, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This CONTRACT contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this CONTRACT. This CONTRACT may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This CONTRACT does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this CONTRACT shall not affect the validity of the remaining provisions of this CONTRACT.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this CONTRACT by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the CONTRACT. The subsequent acceptance of any payment of money or other performance required by this CONTRACT shall not be deemed to be a waiver of any preceding breach of any term of the CONTRACT.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this CONTRACT shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

CONCESSIONER

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Company Name) \_\_\_\_\_

BY \_\_\_\_\_  
Director  
National Park Service

[CORPORATIONS]

ATTEST:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

[SOLE PROPRIETORSHIP]

WITNESSES:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TITLE \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TITLE \_\_\_\_\_

OPERATING PLAN  
 EVERGLADES CITY

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I. INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and Everglades National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-EVER002-XX (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Everglades National Park which 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, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent.

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.

II. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

A. CONCESSIONER

Responsibilities of the Concessioner

1. The concessioner will direct the concession operation and shall employ an on-site manager, who will carry out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concessions facilities and services in Everglades National Park. The Service will provide a copy of the policies and directives to the Concessioner upon award of the contract. To achieve an effective and efficient working relationship between the Concessioner and the Service, the Company/Corporation must designate one representative who has full authority to act as a liaison in all concession administrative/operational matters within Everglades National Park. The Concessioner is responsible for complying with and carrying out the policies and directives of the National Park Service, as well as the day-to-day concessions operations, in the Gulf Coast District of the Park.
2. The on-site manager will furnish the Chief of Concessions Management with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

B. NATIONAL PARK SERVICE

1. Responsibilities of the Superintendent

The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including

management of concessioner contractors. Through Service representatives, the Superintendent and Deputy Superintendent review, supervise, evaluate and coordinate concession activities related to Everglades National Park. Monitoring concession contract compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates, improvements to facilities and construction.

## 2. Responsibilities of the Deputy Superintendent

The Deputy Superintendent serves as the Park's principal operating officer. The Deputy Superintendent directs and coordinates Park Management programs, including the concessions management program.

The Deputy Superintendent, through designated personnel, coordinates and administers concession activities within the framework of existing laws, policies, and contracts. The Deputy Superintendent becomes the Superintendent in the absence of the Superintendent.

## 3. Responsibilities of the Chief of Concessions Management

The Chief of Concession Management Division serves as the primary point of contact with the concessioner and coordinates the functions of other Service divisions relating to concession operation. The Chief makes recommendations on all aspects of the concessioner's operation to the Superintendent. He/she ensures necessary evaluations and inspections are performed, including those required by the United States Public Health Service (USPHS), Park Safety Officer (including fire inspections), and the Concessioner Review Program. The Chief ensures all concessioner rates are approved based upon current comparability studies or other applicable guidelines. He/she has line authority from the Superintendent to make field decisions, which pertain to the Concession operations, and acts as a liaison between the Concessioner and Superintendent.

## 4. Responsibilities of Division Chiefs and District Supervisors

The Chief of Visitor and Resource Protection initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions. These functions are supervised within the district by the Northwest District Visitor and Resource Protection Ranger who is directly responsible for law enforcement, safety, search and rescue, fire control/suppression, resource protection, hurricane plan administration, and implementation of the backcountry use program, and the lost and found program. The concession manager will contact the district ranger to resolve daily routine problems relating to resource management, and visitor protection. The district ranger or his/her representative should be contacted immediately on matters pertaining to emergency medical assistance or any accident involving the tour boats, rental canoes, visitors or concession employees.

The Northwest District Management Team, consisting of the Northwest District Visitor and Resource Protection Ranger, Northwest District Interpretive Supervisor, and the Northwest District Maintenance Supervisor will act as the on-site authority for the Concessioner in deciding unusual issues of an immediate nature which sometime arise

and are not covered by this operating plan. The Concessions Manager serves as an ad hoc member of and meets with the Northwest District Management Team on a regular basis to facilitate communication and effective operations. In situations where there is a doubt as to the course of action to take, the Chief of Concessions Management should be consulted.

The Chief of Visitor Services and Interpretation is responsible for visitor information, interpretation, community outreach, and environmental education programs in the park. By virtue of the position, the Chief of Visitor Services and Interpretation is also an ex-officio member of the Florida National Parks and Monuments Association. Interpretive functions are supervised within the district by the Northwest District Interpretive Supervisor who is directly responsible for providing, through district personnel, information, education, and interpretive programs, as well as wilderness permitting operations at the Gulf Coast Visitor Center.

The Concession Manager will meet with the District Interpretation Supervisor to resolve daily routine problems relating to interpretation of the resource, visitor center operations, boat tour schedules, ranger led canoe trips, and interpretive training.

Twice a year the District Interpretive Supervisor will monitor/audit interpretive programs and customer service operations, providing written and verbal critiques as to effectiveness, accuracy, and adherence to NPS interpretive standards. The Service will provide a copy of the NPS interpretive standards to the Concessioner upon award of the contract. The Concession Manager and Chief of Concessions Management will be provided copies of the program audits. The District Interpretative Supervisor will discuss the results of each audit with the concessions employee and the Concession Manager to recommend changes or make suggestions for improvements.

The Chief of Maintenance is responsible for roads, grounds and trails, signs, buildings, utilities, general maintenance, construction, public health, and sanitation. These functions are supervised within the district by the Northwest District Maintenance Supervisor who is directly responsible for buildings, grounds, and vehicle maintenance. The concession manager will contact the district maintenance supervisor to resolve daily routine problems relating to maintenance of facilities and specified responsibilities of the Maintenance Agreement.

### III. OPERATIONS - Services Required of the Concessioner

- A. Interpretive tour boat services on specific routes within the Ten Thousand Island area of the Park, including, at certain times of the year, transportation for children participating in the park's sponsored Environmental Education Program. Tours are conducted by concession employees, and at the discretion of the NPS, by NPS employees and volunteers on concession operated boats. The Service must approve the routes for specific tours.
- B. Interpretive tour boat services on Halfway Creek (Mangrove Wilderness Tour).

- C. A "mini Deli" providing limited food service including sandwiches, fresh fruit, snacks, drinks, candy, and juices.
- D. A gift shop containing a balanced variety of thematic gifts, visitor convenience items, and safety/first aid equipment ( e.g. sunscreen, insect repellent, safety whistles, water bottles, etc.) All retail services will comply with Service guidelines.

#### IV. VESSELS OR BOATS

All vessels used by the Concessioner to provide transportation to the visiting public must meet all U.S. Coast Guard license and safety requirements of the State of Florida. Vessels must be fully accessible in accordance with the Uniform Federal Accessibility Standards, Fed Std #795, and the Americans with Disabilities Act. Additions to the concession vessel fleet, (type, capacity, and configuration) must have the prior approval of the Superintendent.

#### V. LICENSES

The vessel operators must be licensed by the United States Coast Guard. Each vessel shall be equipped with a marine radio licensed by the Federal Communications Commission and be operational on at least marine channels 6, 16, 22, and 83, and operated by licensed personnel. Copies of all captains' licenses, vessel operating certificates, and inspections will be provided to the Superintendent.

#### VI. OUTFITTING AND EQUIPMENT

All 20 + passenger vessels must be outfitted with marine toilets and holding tanks of sufficient capacity to insure that no wastes are discharged in the waters of Everglades National Park. Holding tanks shall be pumped using the Concessioner pump out system. All waste will be disposed of by the Concessioner at an approved wastewater treatment facility. Marine toilets must be kept in a clean and sanitary condition.

The following supplies and equipment must be on board each concessioner tour vessel:

- A. United States Coast Guard approved life jackets - one approved life preserver for each passenger on the vessel, plus approved child life preservers equal to ten percent of the vessel capacity. One approved child life preserver will be provided for each child aboard boats providing transportation for the park's Environmental Education Program.
- B. Ring buoys.
- C. Anchors of adequate size for the vessel, and adequate anchor rode.
- D. First aid supplies and minimum equipment as follows:
  - Two triangular bandages.
  - Twenty yards of bandage material of either 1" or 2" width.
  - Thirty assorted size band-aids.

- Five sterile dressing pads of at least 6" X 6" in size.
- Five sterile dressing pads of 2" X 2" in size.
- Eight fluid ounces of rubbing alcohol.
- Eye dressing unit.
- Insect sting medication.
- Mouth to mouth CPR device.
- Antiseptic solution.
- Latex Gloves

- E. Public Address System. The Concessioner shall equip each passenger vessel with a public address system, which can be heard from any area aboard the vessel on each vessel deck, and which is designed to accept recorded or live tour narratives. The public address system shall include remote microphones, which produce clear narration without feedback and allow the speaker freedom to move about the boat and use both hands for safety, to display props, etc.
- F. Such other supplies and/or equipment as may be required by the United States Coast Guard.

## VII. EMPLOYEES

Concession boat Captains and mates will possess the following life saving and first-aid certifications:

- A. Cardio-Pulmonary Resuscitation (CPR) certificate or equivalent.
- B. Standard or Advanced First Aid certificate.

The Concessioner will provide copies of course completion and certification to the Chief of Concessions Management.

## VIII. SAFETY INSTRUCTION

The Concessioner or employees of the Concessioner must provide patrons with safety instruction prior to departure from the dock. At a minimum, visitors should be shown the location of life jackets and proper donning procedures, location of first aid kits and man overboard procedures.

Any damage to docks and basin will be immediately reported to the Northwest District Management Team. Only business tour vessels will be allowed; no personal boats or vessels will be allowed at docks or within the basin.

## IX. DOCKING

The Concessioner is assigned docking space in the Park. (See Exhibit C)

X. LOG

The master or captain of each vessel or boat used in providing service will be required to maintain a log showing, by day, the trips made, identity of the captain or master and crew, the number of passengers carried, and any incident. A copy of this log is to be submitted to the Superintendent and the Northwest District Management Team no later than the 10th working day of each month. The log shall be available to the Superintendent or his/her authorized representatives at all times.

XI. SCHEDULE OF OPERATIONS

The Concessioner will operate year round and will maintain a daily schedule of service for the Ten Thousand-Island Tour, depending on the season. The schedule will be reviewed by the Chief of Concessions Management for possible modification every season. After an agreed upon schedule change is made, it may not be changed, except for emergency situations, for at least one month. Modifications to schedules should only occur twice a year, so the public knows what to expect when visiting the park. Tours shall depart at the scheduled time.

SAMPLE WINTER SCHEDULE

Ten Thousand Island Tour: (1 1/2 hour)

Tours depart at:	9:00 AM	11:00 AM	1:00 PM	4:00 PM	
	9:30 AM	11:30 AM	2:00 PM	5:00 PM	Sunset
	10:00 AM	12:00 PM	2:30 PM		
	10:30 AM	12:30 PM	3:00 PM		

Mangrove Wilderness Tour: (2 hours)

Tour departure is dependent on tidal conditions. Therefore, the concessioner shall post tour dates and times for each month at least two weeks in advance, using tidal charts to determine schedule. This information will also be provided to the District Interpretation Supervisor and the Chief of Concessions Management at least two weeks in advance. All visitors calling the concessioner, planning on visiting the park within this two-week period shall be informed whether the Mangrove Wilderness Tour will be offered during the period that they are planning their visit.

The interpretive tour boat service through the Mangrove Wilderness should allow the visitor approximately 2 hours on the water.

The interpretive tour boat service through the Ten Thousand Islands should allow the visitor approximately 1 1/2 hours on the water.

XII. CHARTER OF VESSELS

The vessels used in this operation may, subject to the approval of the National Park Service, be chartered for purposes other than those provided for in the contract if such charters do not interfere with the Concessioner's ability to perform his/her obligations under the contract or conflict with park standards, regulations, or mission.

### XIII. INTERPRETIVE SERVICES

- A. The Concessioner is responsible for all interpretation aboard his/her vessels. The purpose and goal of the Concession boat tours is to provide visitors with an opportunity to learn about the natural history, human history, ecology and environmental issues, and mission of Everglades National Park. Programs should adhere to the National Park Service interpretive standards and Everglades National Park interpretive themes, be sensitive to the concerns of the South Florida ecosystem, and be in support of the Service goals and mission. Narratives should include historic, present-day, and future perspectives of the park and its natural history, human history, and critical environmental issues. Flora and fauna identification shall be connected to the greater ecosystem issues. Park programs and current research will also be discussed. Interpretive and narrative programs will be developed to be informative, educational, and compelling regardless of whether or not wildlife is observed. The Concessioner will inform the tour boat patrons that the Service regulations prohibit the harassment of wildlife.
- B. The District Interpretive Supervisor, the Chief of Concessions Management and the Concessioner shall jointly develop a written interpretive plan which outlines, for both non-personal and personal services, a description of topics to be covered, bibliography of resource materials being used, and the scope of employee responsibilities and training. Concessioner employees will participate in a Service managed or approved training program and will receive certification when the program is completed.
- C. The District Interpretive Supervisor will provide interpretive information on programs for the visiting public, and will serve as the direct line of communication to the concessioner relating to interpretation. (See Section XV. Training)
- D. Although interpretation on the boat tours is the responsibility of the concessioner, Service personnel will serve as interpreters on selected trips, if funding for interpretive positions is available. The Concessioner will advise the District Interpretive Supervisor in advance if they have a special need to have an interpreter on board. (e.g. large school group visits, dignitaries, etc.)
- E. Non-Personal Interpretive Services

In addition to personal interpretation, the Concessioner will actively pursue a non-personal interpretive Program. The Concessioner will explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics, critical issues facing the park, appreciation of park values and Service goals. (Examples: Kiosks, brochures, newspapers, etc..)

### XIV. RANGER LED CANOE TRIPS

The concessioner, at the discretion of the Service, will provide equipment for a fee for NPS ranger led interpretive canoe trips during the winter season. The concessioner will provide transportation equipment and park personnel and visitors to the put-in and take-out locations at a time and place agreed upon by both the Service and the Concessioner at least two weeks in

advance of the trip. Typically, this will include the Turner River, East River, Halfway Creek, and Chokolossee Island locations.

#### XV. TRAINING

The National Park Service will be responsible for providing general National Park Service orientation sessions for concession employees at the beginning of the winter season and upon hiring of new staff at any time throughout the year. Any additional orientation programs requested by the Concessioner will be done at the discretion of the Superintendent. The Concessioner will have his employees attend appropriate annual park training sessions to remain current on park issues, effective interpretive methods, and be knowledgeable of park natural history, human history, and ecology, environmental issues, and the mission of Everglades National Park. The Concessioner will be responsible for training his employees to perform all of the functions and services that are outlined in the contract and in this plan. The Concessioner will develop a training program/outline covering all aspects of the concession operation. The training program will be reviewed by the Superintendent. Concession employees who are assigned interpretive duties will be required to meet National Park Service standards of performance, conduct and interpretation. Concession employees must be provided with a sufficient amount of training time to insure satisfactory performance before they begin interpretive duties. Training must be formally documented and a seasonal summary provided to the Superintendent. Special emphasis shall be placed on the development of the concession interpretive program.

#### XVI. ENVIRONMENTAL EDUCATION PROGRAM

The concessioner shall provide boat transportation or tours for up to 50 park Environmental Education programs annually at no charge to the Service or the School District. These programs will be coordinated with the concessioner by the Environmental Education Coordinator through the Northwest District Interpreter. The concessioner will provide certificates, approved by the Service, for all environmental education participants. For each year of the contract, the concessioner will also provide an award of one \$50.00 U.S. Savings Bond per month for the months of January, February, March, and April along with a single \$500.00 award for the winter season. The certificates and awards will be provided at no charge to the Service. Additional education programs may be requested and negotiated in case of special needs or occasions. The concessioner will provide a poster, approved by the Service, for the teacher's education packet.

#### XVII. INSPECTIONS AND REPORTS

##### A. Periodic Inspections and Interpretive Audits

1. Periodic inspections will be conducted by National Park Service representatives to evaluate compliance with the terms of the concession contract and operating and maintenance plans. Normally, three such inspections will be conducted each year. Inspections will be summarized and an annual overall rating assigned each year.

2. A meeting will be held with the Concessioner within five working days following routine inspections and at the time of the overall annual rating to discuss the findings, the means of correcting deficiencies of, and assigning responsibilities. Copies of the inspection summary will be provided to the Concessioner.
3. The District Interpretive Supervisor will conduct a minimum of two interpretive audits, utilizing standard criteria, on each concession captain/interpreter each year. The audits will be discussed with the concession employee in an effort to maximize effectiveness of the presentations. A satisfactory, marginal or unsatisfactory rating will be assigned to each audit and the sum of these audits will become part of the narrative portion the concessioner's annual report and may impact the concessioner's overall performance rating.

B. Safety Inspections

The Concessioner is responsible for conducting and documenting his own safety inspections. The National Park Service will evaluate the Concessioner's Loss Control Safety Program annually for compliance. This evaluation will be reflected on the annual concession rating. The Concessioner should plan to attend monthly park safety meetings. Coast Guard inspection certificates must be displayed on each vessel and forwarded to the Superintendent annually. The Concessioner cover have a documented Hurricane Plan approved by the Superintendent. The plan will cover actions to be taken during each condition category, and will correspond with the Everglades National Park Plan for the Northwest District. See Section XXXI below for more details regarding the Hurricane Plan.

C. Annual Reports

1. An annual financial report will be submitted by the Concessioner within sixty days after December 31. If annual gross receipts are between \$250,000 and \$1 million, the financial statements will be reviewed, and if over \$1 million audited by an independent certified public accountant or by a licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States. Any review or audit will be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.
2. An annual report of insurance will be submitted by the Concessioner each year by July 1 or on such other date as agree upon by the Service and the Concessioner.

D. Monthly Reports - The Concessioner will submit to the Superintendent by the 10th working day of each month a report of the services and receipts of the operations conducted during the previous month. The report will include the number of passengers carried by day and by trips. The report will outline the type of trip, date, total passengers transported for the month, and total for the year to date.

- E. Franchise Fees - Monthly franchise fees are due in accordance with the contract requirements.

#### XVIII. UTILITIES

- A. Water is provided to the Concessioner by an outside entity and directly billed to the concessioner.
- B. Electric service is provided by an outside entity and is billed directly to the Concessioner.
- C. Trash removal is provided by the Concessioner personally or through a garbage collection service under contract with him. Regular periodic trash pick-ups will be established to avoid overflowing dumpsters or trash receptacles. All garbage/trash cans in the concessioner's area of responsibility must have a bag liner and lid. All trash going into concession dumpsters must be bagged. Cans will not be allowed to become dirty and/or foul smelling and should be cleaned out on a regular basis. There will be recycling containers for aluminum cans and plastic containers at the concessioners boat basin, aboard each vessel, and at the concession employee maintenance and break areas.
- D. Telephone service is provided by an outside entity and is billed directly to the Concessioner. The concessioner must provide an adequate number of lines to service visitor needs and handle peak periods. The Superintendent will approve automated telephone systems and their message. Callers must be given the opportunity to speak with a representative of the company if desired.

#### XIX. INSURANCE

- A. The Concessioner shall carry such insurance against losses by fire or other casualty to Concessioner-owned facilities. The Concessioner shall carry liability insurance as specified in the contract and the Service Concession Insurance Program.
- B. The Concessioner shall provide the Superintendent with copies of the current policies and certificates of coverage, within 30 days of expiration of such policies. A review of insurance coverage will be conducted each year in July.

#### XX. FUEL

The Concessioner is responsible for it's own fueling facility located at the Gulf Coast Ranger Station. The fueling facility must meet all county, state, and federal environmental regulations. This shall include an Approved Spill Prevention and Response Plan. The Concessioner shall purchase and maintain a specified quantity of oil/fuel spill absorbent containment pads and booms to handle incidental spills on land and in the water. The facility will be managed under the guidelines of the Florida Clean Marina Program.

The district protection supervisor will provide proper training in the deployment and disposal of used materials. Records must be kept on the monitoring of leak detection systems connected to the concessioners fuel tank. The Superintendent will be supplied with copies of these records

quarterly.

#### XXI. ADVERTISING

All advertising materials including brochures, signs, and media must have the written approval of the National Park Service. Only those goods and services available in the Park may be advertised. All advertising material must identify the concession as being authorized to operate by the National Park Service and clearly show the Concessioner's name, address, phone number, and reservation policy. Billboards advertising concession services are prohibited inside National Parks and discouraged outside parks by National Park Service Policy, under 36 CFR, part 5, and NPS Management Policy Manual, Chapter VIII. Exterior public address systems will not be used to advertise/promote tours. Business operations outside the park will not be promoted to park visitors by the concessioner or its employees.

#### XXII. RESERVATIONS

Reservations may be accepted by the Concessioner no more than one year in advance of the requested dates. A reservation deposit equal to the rates for current services may be required to hold the reservations. No over-booking will be permitted. A full refund of the deposit will be made if cancelled more than 48 hours in advance, with the exception of exclusive private group (entire boat) charters which are not part of scheduled tours with other individual paying passengers on board. These groups must cancel ten days or more in advance. The deposit for private group charters will be at the discretion of the Concessioner. Group tours, while encouraged, may not displace the walk-in visitor. At least 20% of seats on each boat tour will be held free for first come first served walk-in visitors.

There will be no minimum passenger requirement to conduct tours. Scheduled tours should depart in accordance with the published tour schedules which are distributed park-wide.

#### XXIII. RENTAL EQUIPMENT DEPOSITS

A deposit on rental equipment may be required by the Concessioner. A refund will be made upon the return of the equipment if no unusual damage has taken place. Broken straps on binoculars, vests, etc. will be considered as usual wear and tear. Structural damage to rental craft or damaged accessories attributed to negligence of the patrons can be considered reason for reimbursement to the concessioner from the patrons deposit.

#### XXIV. RATE APPROVALS

All rates and charges proposed must be submitted to the National Park Service at least 30 days in advance of the requested implementation date, and no later than September 15th for the winter season ahead. The National Park Service will review the request in compliance with National Park Service policies and will approve, disapprove, or adjust such requests within 30 days of receipt of the request. Rates will be established using comparables for like services and products offered in similar enterprises in the southwest Florida area.

#### XXV. DISCOUNTS

- A. Only Government employees on official travel will be afforded discounts for boat transportation, as per the Concessioner's rate schedule. Park employees on official business will be afforded free boat transportation on a space available basis. Complimentary or reduced rates and charges will otherwise not be provided to Federal employees or families by the Concessioner except to the extent that they are equally available to the general public.
- B. Orientation trips for all new Everglades National Park employees and volunteers will be considered official business and will be afforded one free boat trip per year on a space available basis only. Everglades National Park employees on duty status will also be considered on official business. The District Interpretive Supervisor is the primary contact for confirming official travel.
- C. The Concessioner may arrange with other park concessioners to allow orientation trips for concession employees in public contact positions.

## XXVI. UNIFORM AND EMPLOYEE BEHAVIOR

### A. Employee Appearance

- 1. All public contact employees of the Concessioner will be required to wear company uniforms. Uniforms will be designed to capture the theme of the Park, will be consistent in color and style, but will be distinctively different from the National Park Service uniform. Boat captain uniforms must include an insignia that distinguishes them as captains of the vessel. All employees will be expected to come to work neat and clean in regard to all aspects of personal hygiene.
- 2. Concessioner uniforms must be approved by the Service.

### B. Behavior/Conduct

- 1. Employees will be required to be prompt, courteous, helpful, and respectful to all Park visitors at all times.
- 2. Offensive behavior by Concession employees will be grounds for counseling and disciplinary action. Concession employees are expected to adhere to the same standards of personal conduct as federal employees.

### C. Dependents

No National Park Service employee's spouse, children, or any dependent living with the National Park Service employee will be permitted to be employed by the Concessioner without the Superintendent's approval.

## XXVII. ACCESS CONTROL

- A. Due to security needs of the Park, there will be times when maintenance area gates will be closed and locked to assure a higher level of safety/security for National Park Service

and Concessioner-owned facilities. A double locking system will be devised to allow the concessioner access to his/her facilities.

- B. When parking lots are filled, it may be necessary to close areas to additional vehicles.

## XXVIII COMPLAINTS

- A. All complaints about Concession operations that are brought to the attention of the National Park Service shall be relayed promptly to the Concessioner. The Concessioner will offer suggestion cards and boxes at all operational locations. The Concessioner shall implement an orderly procedure for the processing of complaints and correcting deficiencies that are pointed out by the public. The Concessioner shall provide the Superintendent with a written response, within 30 days, to any complaint.
- B. A written procedure shall be posted in a conspicuous place at all Concession locations indicating how the public may submit a compliment or complaint. In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers, payment areas, and boats:

This service is operated by \_\_\_\_\_, an authorized National Park Service Concessioner. Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service based upon comparisons with prices charged by similar private enterprises outside the park with due consideration for appropriate differences in operating conditions.

Please address comments to:  
Superintendent  
Everglades National Park  
40001 SR 9336  
Homestead, Florida 33034-6733

The National Park Service may audit concession comment cards at any time.

## XXIX. QUALITY OF SERVICES

- A. Services offered to the public by the Concessioner must be maintained at a level that is satisfactory to the Service. The standard of quality is the National Park Service Concession Management Guidelines. The guidelines will be applied to transportation (boat tours), merchandising (gift shop), boat rental operation (canoe and kayak rentals), and supplemental interpretation (concession employee tour narratives).
- B. The Superintendent, through his representatives, shall monitor, inspect, and be aware of the Concessioner's product and service quality and will evaluate services annually. The rates for such services must be reasonable and will be approved on the basis of comparability with like services in the surrounding area.
- C. All rental equipment shall be provided to the public in a clean, sound, undamaged, and complete condition. Visitors renting canoes will be provided both a throwable seat

cushion and a wearable life vest. An extra (3rd) paddle will be issued with all canoes. All visitors' kayaks will be provided with a wearable life vest. Marine binoculars will be available for rent to tour boat patrons and to visitors renting canoes and kayaks. All sales and services shall be conducted according to customary business practices, with the patrons being given the impression of a positive, service-oriented company that is eager to please its customers.

- D. Food and beverage service items will provide a price range to accommodate the general range of park visitors. Processed food items, such as sandwiches, will have an expiration date affixed to the container and will be removed upon expiration.

### XXX. LOST AND FOUND

Each found item shall be tagged, listing the item found, where and when found, and by whom. If an item is not claimed within three (3) days, it will be turned over the Gulf Coast District Protection Supervisor or otherwise mailed or transmitted to the park headquarters. To the greatest extent possible, the Concessioner will attempt to identify the owner of found property and return it. Unclaimed personal property turned in by concession employees becomes the property of the U. S. Government in accordance with NPS Policy Guideline 44. Concession or park employees as a finder of lost property are not authorized to receive unclaimed property.

### XXXI. HURRICANE PLAN

The Concessioner will, at the request of the Service, participate in the development and periodic revision of the Park's Hurricane Plan. The concessioner will also comply with all provisions of the Hurricane Plan.

### XXXII. INTEGRATED PEST MANAGEMENT (IPM)

The control of pests by chemical and other means is subject to park approval. Procedures are outlined in the Park's Integrated Pest Management Plan. Specific problems can be referred to the park's IPM Coordinator.

CONCESSIONER

DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: SUPERINTENDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Xerox Document Centre Network Scanning Confirmation Report

# XEROX

**Job Status: SUCCESS**

## Job Status Details:

### Job Information

Device name: XRX\_0000AA7059CD  
System date: 01/24/03  
System time: 12:15 PM  
Submission date: 01/24/03  
Submission time: 12:13 PM

### Scan Settings

#### Status

Images Scanned: 60

#### Basic

Original Type: MIXED  
Auto Exposure: LEAD\_EDGE  
Lighten/Darken: 0  
Sides Imaged: ONE\_SIDED  
Resolution: RES\_300 x 300  
Bits per Pixel: 1  
Contrast: 0  
Sharpness: 0

#### Image Size

Original size: AUTO

### Template Information

Name: ROTT  
Owner: \_\_\_\_\_  
Description: \_\_\_\_\_

### File Settings

#### Status

Images Filed: 60  
Bytes Filed: 7365550

#### Login

Repository name: 172.23.16.154  
Protocol: FTP  
NDS tree:  
NDS name context:  
Login name: scanner

#### Destination

Volume:  
Path: V490\_6th\cw\_scan\data\users\ROTT  
Name: DOC  
Format: PDF

#### Attributes

Policy: NEW\_AUTO\_GENERATE

**EXHIBIT B**

**NONDISCRIMINATION**

**Section I: Requirements Relating to Employment and Service to the Public Employment**

During the performance of this CONTRACT the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further

Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

#### **B. Construction, Repair, and Similar Contracts**

The preceding provisions A (1) through A (8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### **C. Facilities**

Definitions: As used herein:

(i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

(ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

(i) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;

(ii) Discriminating by segregation or other means against any person.

#### **Section II: Accessibility**

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent

reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

#### A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

#### B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT C

FACILITIES ASSIGNED TO THE CONCESSIONER

I. Concession Assigned Facility (Building) Inventory

- A. A 1177 square foot area within Building 604, the Gulf Coast Ranger Station, is assigned to the concessioner for the concession operation. The assigned area is located on the ground floor of the building and consists of approximately (1) 677 square feet for the gift shop and ticket sales area, and (2) 500 square feet of storage space. (A diagram of the assigned area is provided in the existing contract which has been included in the prospectus).

The building is jointly occupied by the National Park Service and the concessioner. The National Park Service occupies the entire second floor of the building and has a small storage area at the south end of the ground floor.

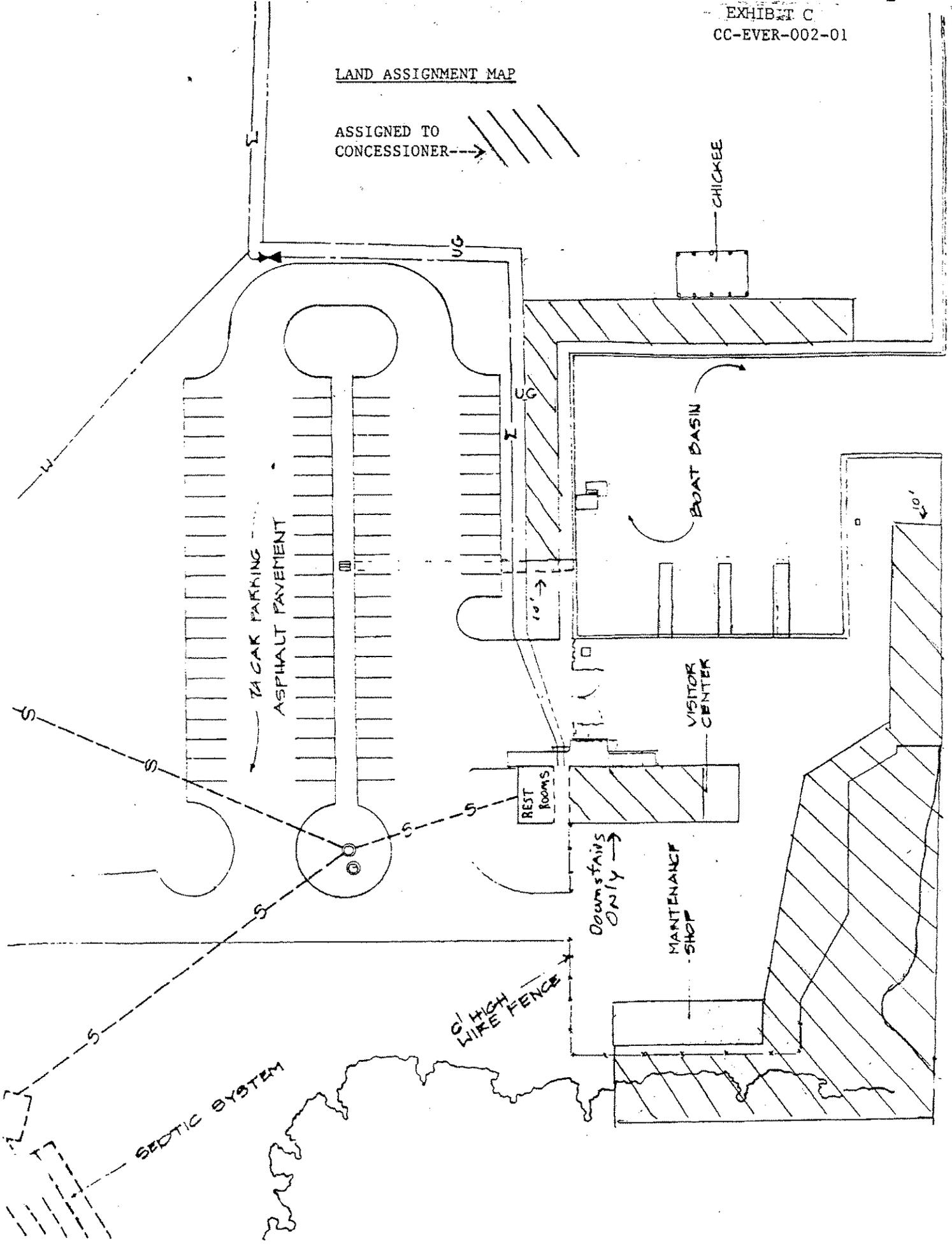
- B. The visitor restroom facility is located on the ground floor of the Gulf Coast Ranger Station at the north end of the building.

II. Inventory of Concession Assigned Facilities (Other than buildings)

- A. 150 linear feet of seawall dockage space for concession tour boats docked at the Gulf Coast Ranger Station Boat Basin, Everglades City, Florida.

LAND ASSIGNMENT MAP

ASSIGNED TO CONCESSIONER →



**EXHIBIT D**

**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

Property Number	Description of Item
-----------------	---------------------

NONE

Exhibit D Approved Effective \_\_\_\_\_

Modified, Effective \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent, Everglades National Park

## PROPOSAL INSTRUCTIONS

*Before completing a proposal, carefully read and consider these instructions, the concession contract document, the exhibits to the concession contract document, and the proposal package, as well as the other information in this prospectus, its appendix and any other documents to which it refers.*

### **Response Period for Submission of Proposals**

This prospectus is issued under the authority of 36 CFR Part 51. In the event of any inconsistency between the terms of this prospectus and 36 CFR Part 51, 36 CFR Part 51 will control.

All persons that submit a proposal in response to this prospectus are presumed to be informed of the provisions of 36 CFR Part 51, including, without limitation, requirements regarding purchase and disposition of the personal property and possessory interest of the existing concessioner set forth in subparts G and H of 36 CFR Part 51.

Proposals must be received within **60 calendar days** from the date this prospectus was announced. Specific dates are shown on the front page of this prospectus. Proper public notice has been given, as required by Part 51 of Title 36 of the Code of Federal Regulations. The National Park Service considers that **60 days** is a sufficient response time taking into account the limited scope of services to be provided under this contract.

Only an offeror submitting a responsive proposal is eligible to be awarded the new concession contract. A responsive proposal means a timely submitted proposal that is determined by the Director as agreeing to all of the minimum requirements of the new concession contract and prospectus and as having provided the information required by the prospectus. The minimum requirements for the new concession contract are identified in Part A of the Proposal Package. Offerors must agree in their transmittal letter to the minimum requirements of the Prospectus as identified in Part A, and provide the information required by Part B on all subfactors in order for the proposal to be considered responsive.

### **Form in Which Proposal Must Be Submitted**

You must follow the format provided in the proposal package, including in its entirety without alteration the "Offeror's Transmittal Letter," in applying for the concession opportunity. Failure to submit the Offeror's Transmittal Letter without alteration (except for filling in the indicated blanks) will make your proposal non-responsive.

Please number each page and section in your completed proposal according to its corresponding location in the proposal package. Feel free to add any relevant information to your proposal, while staying within the organizational framework in the proposal package.

### **Where and How to Submit a Proposal**

Completed proposals and any modifications of them must be submitted to the National Park Service at the address and by the close of business on the due date shown on the front page of this prospectus. Proposals

may be delivered in any manner convenient to the Offeror during normal business hours of the receiving office.

**Submit three copies of your proposal**, following the format of the proposal package presented within this Prospectus.

**Proposals and modifications of them must be enclosed in sealed envelopes with the following marked on the envelope:**

- **“CONCESSION PROPOSAL, MAIL ROOM DO NOT OPEN.”**
- **The due date specified in this prospectus for receipt of the proposal by the National Park Service**
- **The name and address of the Offeror.**

#### **As Proposals May Be Considered Public Documents**

**All proposals submitted in response to this Prospectus may be disclosed by the Department of the Interior to any person, upon request, to the extent required by the Freedom of Information Act.** If you believe that your proposal contains trade secrets or confidential commercial and financial information exempt from disclosure under the Freedom of Information Act (5 USC 552), mark the cover page of each copy of the proposal with the following legend:

"The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."

You must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal."

Information so identified shall not be made public by the National Park Service except in accordance with law.

#### **Questions**

If you do not understand something in this prospectus, you must submit your question in writing to the contact person noted on the cover of the prospectus, no later than 30 days in advance of the submittal date. The National Park Service will respond to your question in writing, and will provide the question and response to all potential Offerors who have requested a Prospectus. Questions submitted after this date will not be answered. Because the National Park Service must provide equal information to all Offerors, there must be sufficient time allowed to inform all interested parties of such questions and answers.

## **Evaluation of Proposals and Selection**

### **SELECTION FACTORS**

#### **HOW THE NATIONAL PARK SERVICE WILL EVALUATE PROPOSALS AND SELECT A CONCESSIONER:**

**Evaluation.** The Director will apply the principal selection factors and secondary factors as set forth in CFR 36 Part 51.17 by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation discussing any subfactors when applicable.

**Scoring.** For each selection factor the Director will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received if any.

The first four principal factors will be scored from zero to five. The fifth selection factor will be scored from zero to four (with a score of one for agreeing to the minimum franchise fee contained in the prospectus). The first secondary factor will be scored from zero to three. The Director will then assign a cumulative point score to each proposal based on the assigned score for each selection factor.

**Principal Selection Factors.** The five principal selection factors are:

Principal selection factor 1. The responsiveness of the proposal to the objectives, as described in the prospectus, of protecting, conserving, and preserving resources of the park area;

Principal selection factor 2. The responsiveness of the proposal to the objectives, as described in the prospectus, of providing necessary and appropriate visitor services at reasonable rates;

Principal selection factor 3. The experience and related background of the offeror, including the past performance and expertise of the offeror in providing the same or similar visitor services as those to be provided under the concession contract;

Principal selection factor 4. The financial capability of the offeror to carry out its proposal;

Principal selection factor 5. The amount of the proposed minimum franchise fee, if any, and/or other forms of financial consideration to the Director. However, consideration of revenue to the United States will be subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

#### **Secondary Selection Factors.**

The secondary selection factors are:

Secondary selection factor 1. The quality of the Offeror's proposal to conduct its operations in a manner that furthers the protection, conservation and preservation of the park area and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, recycling and green procurement.

**Selecting the best proposal.** The National Park Service will select the proposal with the highest cumulative point score as the best proposal. If two or more proposals receive the same highest point score, then the Director will select as the best proposal (from among the proposals with the same highest point score) the responsive proposal that the Director determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 CFR Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Factor 5 will be subordinate to the objectives of protecting, conserving and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates (36 CFR §51.16(c)).

### Right of Preference

#### **PREFERRED OFFEROR DETERMINATIONS.**

A preferred Offeror is a concessioner that the Director has determined is eligible to exercise a right of preference to the award of a qualified new concession contract in accordance with 36 CFR §51.27. A right of preference is the right of a preferred offeror, if it submits a responsive proposal for a qualified concession contract, to match the requirements of the terms and conditions of a competing proposal that the Director has determined to be the best responsive proposal. The Director has determined that this is not a qualified new concession contract as annual gross receipts are estimated to be greater than \$500,000 in the first 12 months of its term. Therefore, the existing concessioner has been determined to not be a preferred Offeror for the new contract.

### Congressional Review

Contracts issued for a term of more than ten years, or when the annual gross receipts are anticipated to exceed \$5,000,000, are required by law to be submitted to the Congress for sixty days before they may be awarded. The new concession contract will not be submitted to the Congress because anticipated gross receipts do not exceed \$5,000,000 and the term anticipated is less than 10 years.

### Cautions to Offerors about Submission and Evaluation of Proposals

1. **All information regarding this prospectus will be issued in writing.** No National Park Service or other government official is authorized to make substantive oral representations relating to this matter, and no offeror should rely on any oral representations made by government officials with respect to this transaction.
2. The proposal includes the selection factors to be used by the National Park Service to evaluate proposals. Under each factor, the National Park Service identifies subfactors to ensure that all elements of the factor are considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.
3. This prospectus and related documents reflect the views and objectives of the National Park Service with regard to the proposed concession operation. Should you believe any statement in the prospectus to be inaccurate, you must submit comments to the National Park Service in writing, no later than thirty days prior to the due date for proposals. Send your comments to the office named in the cover of this prospectus for the receipt of proposals.
4. The information provided in this prospectus, including the Appendix, is provided to allow offerors to understand the operations and terms of the new concession contract. However, the information is

provided throughout all of the documents contained in this prospectus. Offerors are encouraged to thoroughly review all information and required submittal documents before beginning to prepare a proposal. In the event of any inconsistencies between this prospectus and 36 CFR , Part 51, 36 CFR will control.

5. A proposal to expand the scope of facilities and/or services beyond that identified in this prospectus will not be considered in the evaluation of proposals.
6. A proposal to provide direct or indirect monetary or other benefits to the park or government not within the scope or requirements of the contract will not be considered in the evaluation of proposals.
7. If you propose to make any financial commitments in response to any selection factor, your proposal will be closely reviewed and analyzed against your financial statements and supporting documents. Such documents reviewed and analyzed will include but not be limited to the pro forma income statements, balance sheets, and cash flow statements required in the proposal.
8. The proposal and related materials submitted should reflect the entire proposal you are making. The National Park Service will consider your written submission as your full and final proposal in response to the prospectus, and will make its selection based on the written information you have submitted. Do not assume that the National Park Service knows anything about you or your proposal. Do not assume that any information about you or your proposal, previous correspondence or previous submissions are in the possession of or will be considered by the National Park Service. This is true even if you are the current concessioner or have operated another concession within the park area.
9. The draft concession contract and its exhibits, which set forth the terms and conditions under which the concession operation is to be conducted, are attached. The Director may amend a prospectus and/or extend the submission date prior to the proposal due date. The Director may also cancel a solicitation at any time before the award of the concession contract if the Director determines in its discretion that this action is appropriate in the public interest. No offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled or reissued solicitation for this concession contract. (36 CFR §51.11).
10. Except as provided under 36 CFR Section 51.47 (which calls for a final administrative decision on preferred offeror appeals prior to the award of a contract), the terms, conditions and determinations of the prospectus and the terms and conditions of the proposed concession contract as described in the prospectus, including, without limitation, its minimum franchise fee, are not final until the concession contract is awarded.
11. The Director may request from any offeror who has submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal, but does not include amendment or supplementation of a proposal. An offeror may not amend or supplement a proposal after the submission date unless requested by the Director to do so, and unless the Director provides all offerors that submitted proposals a similar opportunity to amend or supplement their proposals.
12. The selected offeror, including any preferred offeror, must execute the concession contract promptly after selection of the best proposal and within the time established by the Director. If the selected offeror fails to execute the concession contract within the time period specified by the Director, the Director will select another responsive proposal for award of the concession contract, , or will cancel the selection and may resolicit the new concession contract .

13. Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. Offerors are encouraged to insure the timely submittal of proposals by contacting the delivery service of their choice regarding delivery availability for the specific location specified on the front page of this prospectus.
14. The National Park Service, in accordance with 36 CFR Part 51, may include, as terms of the new concession contract, appropriate elements of the proposal selected for award of the concession contract.
15. Offerors are responsible for undertaking appropriate due diligence with respect to this business opportunity. All of the statements made in this prospectus regarding the nature of the business and its likely future are only opinions of the National Park Service. Offerors should not rely on any representations of the National Park Service in this regard.

# Proposal Package

Department Of Interior  
National Park Service  
Everglades National Park

Date: \_\_\_\_\_  
(Prospectus Issued)

**DUE DATE:** All applications and any modifications of them  
must be received at the following address:

National Park Service  
Southeast Regional Office  
ATTN: Chief, Concessions Program  
100 Alabama Street, SW  
Atlanta, GA 30303  
404-562-3112

**No Later Than:** \_\_\_\_\_  
**By Close of Business: 4:00 P.M.**

The Proposal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the required elements of the Contract. The letter must bear original signatures. The NPS will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If not, your proposal may be considered non-responsive, even though you submitted an unconditioned Proposal Letter.

If a court of competent jurisdiction determines that any term of the prospectus is unlawful, then any Offeror may withdraw its proposal at any time prior to award of the Contract without penalty and may submit a new proposal in accordance with any amendment to, or resolicitation of, the Prospectus.

### **PROPOSAL FOR CONCESSION OPERATION**

To: Regional Director, Southeast Region

Attention: Division of Concessions Management

Sir/Madam:

(I) (We) hereby offer to provide visitor services and facilities at Everglades National Park in accordance with the terms and conditions specified in draft Concession Contract No CC-EVER002-XX, provided in the prospectus issued by the public notice in the Commerce Business Daily dated [ ] and to execute the final Concession Contract without substantive modification (except as may be required by National Park Service pursuant to the terms of the prospectus).

(I)(We) are enclosing the required "PROPOSAL" which, by this reference, is made a part hereof.

(I)(We) certify that the information furnished herewith is true to the best of (my)(our) knowledge and belief. (I)(We) certify that the information furnished herewith satisfactorily meets the standard of being a "responsive proposal" as described in Section 51.3 of the Code of Federal Regulations (36 CFR § 51.3). (I)(We) agree to meet all the minimum requirements of the draft Concession Contract, and the prospectus and that (I)(We) have provided all of the mandatory information specified in the prospectus.

(I)(We) certify in accordance with 43 CFR Part 12 regarding debarment, suspension, ineligibility and voluntary exclusion the following:

Any of the individuals or entities seeking participation in this Concession Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.

Within the three years preceding submission of the Proposal, none of the individuals or entities seeking participation in this Concession Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

None of the individuals or entities seeking participation in this Concession Contract are presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the offenses.

The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

(I)(We), by submitting this Proposal hereby agree, if selected for award of the new concession contract:

1. To the minimum requirements of the prospectus as identified in Part A of this proposal package.
2. To execute the final Concession Contract within thirty working days after it is presented by the National Park Service.
3. To commence operations under the new concession contract on the effective date of the new concession contract. The effective date of the new concession contract will be after \_\_\_\_\_, and as soon as the new contract is executed in 2002, as determined by the National Park Service.

BY

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Original Signature

TITLE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF CORPORATE OFFEROR)**

(Offerors who are not corporations should skip this certificate)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Offeror herein; that \_\_\_\_\_, who signed this proposal on behalf of the Offeror, was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of the corporation by authority of its governing body within the scope of its corporate powers.

BY

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Original Signature

TITLE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

## **PART A**

The minimum requirements for the new concession contract are identified in this Part A of the proposal package. If the offeror, in its proposal letter, does not agree to these minimum requirements, the proposal will be considered non-responsive.

### **PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK AREA.**

(I)(We) agree to comply with all terms and conditions in the contract, including compliance with all applicable laws, including, without limitation, environmental protection and conservation laws, under the terms and conditions specified in the Concession Contract.

### **PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES.**

(I)(We) agree to comply with all the terms and conditions specified in the Concession Contract, including its exhibits.

(I)(We) agree to operate at the currently approved rates during the term of the Concession Contract unless a new rate schedule is approved by the Secretary.

(I)(We) agree to accept the Concession Facilities, and any assigned government personal property "as is" as required by the draft Concession Contract, Section 8(f).

(I)(We) accept without condition the proposed Maintenance Plan included as Exhibit E of the draft Concession Contract.

(I)(We) accept without condition the Operating Plan included as Exhibit A of the draft Concession Contract, which includes additional sums requested for the Environmental Education Program.

(I)(We) agree to implement an equal opportunity program and comply with the terms of the Equal Opportunity and handicapped access requirements of the draft Concession Contract.

(I)(We) agree to develop and implement an effective health and safety program (Risk Management Program), according to the requirements of the draft Concession Contract for such programs.

(I)(We) agree to meet the public liability and property insurance requirements of the draft Concession Contract and agree to provide property and liability insurance of at least the types and levels of coverage described in the draft Concession Contract.

**PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE, IF ANY, AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR.**

(I)(We) agree to the minimum franchise fee of 10% of annual gross receipts, and agree to pay any higher franchise fee offered in our proposal that may be accepted by the National Park Service.

## **PART B**

Offerors must agree, in their proposal letter, to the minimum requirements identified in Part A of this proposal package, and must provide the information required by the following Part B subfactors to be considered responsive.

### **PRINCIPAL SELECTION FACTORS**

#### **PRINCIPAL FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK AREA.**

Subfactor B1(a). Submit, with your offer, a copy of your proposed environmental management program (EMP), addressing the elements identified in Section 6 of the new contract. The draft EMP will document processes and procedures to be established that ensure compliance with Applicable Laws related to protection, conservation and preservation of the environment. Specific objectives in the concessioner's EMP should include:

- Hazardous Materials and Waste Management
- Education of the public regarding environmental protection/awareness
- Solid Waste Management (including recycling and composting where appropriate)
- Water and energy conservation
- Fuel storage and delivery systems must meet all applicable requirements, including Underground and aboveground storage
- Emergency Planning and Response
- Pollution Prevention and Waste Reduction
- Reduction of emissions from vehicle, vessel and other operations that affect Air Quality
- Protection of water quality
- Protection of night skies from light pollution
- Reduction of vessel noise and protection of natural quiet
- Pest management practices

#### **PRINCIPAL FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES.**

Subfactor B2(a). Which of the authorized services identified in Section 3 of the draft Contract do you intend to provide. The National Park Service encourages (and will give credit in evaluation) the provision of as many of these services as possible. The National Park Service may choose to change one or more authorized services that you offer to provide in addition to required services in the final new concession contract.

Subfactor B2(b). Provide your specific plans for each of the required services. Remember that the more complete and well thought-out your plans, the better support you give to your proposal.

Subfactor B2(c). The Offeror must accept the proposed maintenance plan without condition. The draft contract requires the new concessioner to maintain the facilities and assigned lands to the satisfaction of the Director and in accordance with the maintenance plan attached to the draft contract. If you could make changes to the Maintenance Plan that would improve services to the visitors with respect to maintenance, please describe any additions or changes that you would propose to make.

Subfactor B2(d). The Offeror must accept the proposed Operating Plan without condition. If you could make changes to the Operating Plan that would improve services to the visitors with respect to operations, please describe any additions or changes that you would propose to make.

Subfactor B2(e). Submit a draft Risk Management Plan to address the elements of an effective health and safety program (Risk Management Program), according to the requirements of the draft contract for such a program. This plan must address the following:

- a. Management's Policy Statement, Duties, Employees Responsibilities and Administration
- b. Inspection and Abatement
- c. Accident Investigation and Reporting
- d. Safety/Health Committee
- e. Training
- f. Emergency Procedures

Subfactor B2(f). How will you train your employees about park resources to interpret the purpose and significance of Everglades National Park, surrounding waters, and the National Park Service to visitors and provide information to visitors?

Subfactor B2(g). The National Park Service wishes to continually upgrade gift and souvenir operations to focus more on the park's related themes. Merchandise should enhance appreciation and understanding of the park and the National Park System, the significance of the natural world and environment, and set a model of environmental responsibility. The draft contract requires that the concessioner develop and implement a plan satisfactory to the Director that will assure that gift merchandise to be sold or provided reflects the purpose and significance of the park, including conservation of resources, geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

- a. Submit a draft Gift Shop Mission statement showing your plans for achieving this goal. How will you approach developing the necessary policies and sources of merchandise to successfully effect this continual change? Include specifically how you will acquire and present merchandise that reflects the purpose and significance of the park.

- b. Provide ideas or sample products or descriptions of interpretive methods, media and/or material you propose to provide.

**PRINCIPAL FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT.**

Subfactor 3(a). Describe the entity with which the National Park Service will contract. Clearly define the Offeror's relationship to any superior and/or subordinate entities.

Using the format and instructions on the next two pages identify the Offeror and each business organization, operator and any parties involved in management of the proposed concession operation. Add information necessary to make the relationships clear.

The following three elements give an overview of the information requested in this section.

1. Identify the "Offeror" formally. Has this business organization been in existence for some time, is it new, or do you propose to establish it?
2. Explain the financial circumstances, legal form, formal structure and ownership of the primary business organization that would provide the services advertised if your proposal is chosen. Identify any related, subordinate or superior business organizations and any other organizations, contractors, or subcontractors that will have a substantial role in managing, directing, operating, or otherwise carrying out the services to be provided. If the business organization is to be created, what guarantees will be provided by the entity submitting the proposal?
3. Identify any layers of related, subordinate or superior entities, significant contractors/subcontractors, or other organizations or individuals that will act in concert to provide the services required. Describe each of them and their relationships.

Support for Subfactor 3(a):

Provide an organizational chart showing the principal lines of authority within your primary business organization. Specify any related, subordinate, or superior business organizations or any other organizations, contractors, or subcontractors identified within subfactor 3(a) above.

BUSINESS ORGANIZATION IDENTIFICATION FORM

Complete this form for your primary business organization, and each related, subordinate and superior business organization, or any other organization, business organization, contractor or subcontractor identified under Items 1 through 4 stated above.

A. Name: \_\_\_\_\_

B. Present Address: \_\_\_\_\_

C. Contact Person: \_\_\_\_\_

D. Present Telephone: \_\_\_\_\_

E. FAX Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

F. Form of business: Corporation \_\_\_ Partnership \_\_\_ Individual \_\_\_ Other \_\_\_  
 (Sole Proprietor) (Explain)

G. Describe the expected role of each in providing this concession service: (parent, subsidiary, sub-contractor)

H. Ownership:

Names and Addresses of Owners (Corp: Show Controlling Interest; Close Corp: Show All)	Number and Type of Shares or Percentage of Ownership	Total Current Value of Investment
TOTAL OF ALL OWNERS		
TOTAL SHARES OUTSTANDING		

J. If a corporation, list the names, addresses, and titles of corporate officers and the names and affiliations of the members of the Board of Directors:

Name	Address	Title

State of Incorporation: \_\_\_\_\_

K. The following attachments must be provided as applicable for each subject of the form:

1. For offerors and concessioners who are corporations:

- Articles of Incorporation
- Bylaws
- Certificate from the state of incorporation indicating that the corporation is in "good standing."

2. For offerors and concessioners who are partnerships:

- Partnership agreements or joint venture agreements.

3. If the entity that is to be the concessioner is not formally in existence as of the time of submission of the proposal, demonstrate that the individual(s) or organization(s) that intend to establish the entity that will become the concessioner have the ability and are legally obliged to cause the entity to be a qualified person as defined in 36 CFR §51.3.

Subfactor 3(b): Demonstrate the Offeror's competence to manage and operate the specific types of business activities required in this prospectus. Answer the required questions, following:

The National Park Service is looking for a business organization that has experience in managing the required and authorized services as described at the beginning of this principal factor and in the contract.

1. Give specific examples of business operations undertaken by the Offeror that demonstrate this type of experience.

2. Using the format shown on the following page, and adding to it as necessary, provide detailed resumes for all key personnel who will be actively involved in the management of this business. Identify the specific role the individual is to play and describe that person's qualifications to play that role. Use the following guidelines to help you:

Be sure to include the following where applicable:

- sole proprietor
- current and proposed partners
- key management employees, including the proposed on-site management
- owners of corporations
- operating officers who will be actively involved in the management of this business.

Identify the specific role each individual is to play and describe that person's qualifications to play that role.

When discussing work experience, be specific about

- size of operation
- dates
- area of operation
- specific duties
- number of people supervised
- hours worked per week
- other factors that would be helpful to reviewers.

Include

- training
- education
- training special qualifications, ratings, or licenses needed in some special occupations.

Note that additional support for this subfactor may be provided, as described on the page after next.

INDIVIDUAL EXPERIENCE  
AND RELATED BACKGROUND OF CORPORATE MANAGEMENT STRUCTURE  
To be used in answering Required Subfactor 3(b)

Note to Offeror:

Complete for each person who will have any role in the management of this business.

- A. Individual's Name
- B. Name of Current Employer
- C. Address
- D. (Area Code +) Telephone Number
  - Fax Number
  - E-Mail Address
- E. Nature of Business
- F. Exact Title of Position (indicate if self-employed)
- G. Dates of Employment (from--to)
- H. Number of People Supervised
- I. Description of Duties and Responsibilities
- J. Education, Degrees, and Special Skills
- K. Role in Proposed Business
  - 1. Qualifications for That Role
  - 2. Estimated Hours per Week

Support for Subfactor 3(b).

1. Provide an on-site organizational chart showing the principal lines of authority between departments or functional areas and managers.

Include all key managerial and on-site managerial positions (planning, finance, administration, operations, maintenance, etc.) Provide names and resumes of individuals, background experience, and duties for all on-site managerial positions associated with administering the proposed Concession Contract. If the individuals are not known, identify positions and duties to be performed.

2. Describe the decision-making authority to be delegated to the on-site manager(s). Who will be the management decision-maker? With whom will the National Park Service deal regarding day-to-day operations and issues? If you can name the person or people to hold such positions, please do.

3. Indicate the number of employees in each department and provide summary descriptions of the basic functions where those are not obvious by title. In addition, provide a description of any training programs to be used through out-sourcing to ensure core competency, and provide opportunities for advancement of employees.

4. Provide proposed wage levels and estimated hours per week for each position or group of positions.

5. What standards or procedures will you apply to the pre-screening, training, termination and hiring of personnel? (Applications, drug testing, law enforcement clearances, reference checks, and interviews requirements, etc.)

6. Define how you intend to initiate and carry out a drug-free environment and eliminate substance abuse in your work force. What will you do to identify individuals who abuse drugs and/or alcohol? How will you initiate a drug abuse and alcohol abuse educational program? What type of referral for treatment program do you intend to provide? What type of commitment do/will you propose to help those who need assistance?

7. How will you ensure your employees will be hospitable and exercise courtesy and consideration in their relations with the public?

8. How will you achieve a constant standard level of knowledge among the staff about the park and its rules, regulations, special programs, as well as a consistent friendly and positive attitude? How would you go about setting standards and training to achieve those standards?

9. Outline your proposed skills training program.

10. Where the concession, or parts of it, will be making a significant phase-up in operations after

a period of closure or near closure, such as winter shut-down, describe the training program that will prepare the staff for opening business.

11. List the important aspects of managing operations such as those applied for by the prospectus, and clearly show how you would deal with them.

Subfactor 3(c). The Offeror gives information regarding any past business difficulties. Answer each of the following fully. The NPS will take into consideration circumstances surrounding any past events.

1. Has the Offeror ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company? If YES provide full details of the circumstances.

YES\_\_\_ NO\_\_\_

2. Describe any filings for bankruptcy, fines or penalties levied by government agencies, including but limited to any and all legal proceedings against the Offeror, that are related to your past performance in providing facilities and services similar to those described in the prospectus. Include the date of those occurrences and all related information.

#### PRINCIPAL FACTOR 4. THE OFFEROR'S FINANCIAL CAPABILITY

Subfactor 4(a). The offeror demonstrates a realistic estimate of acquisition, start-up, and operating costs of this business.

1. Summarize the offeror's acquisition costs for the proposed business as outlined following. Note the definitions of kinds of property, following.

Tangible Property

Real Property

a. Acquisition cost, buildings and structures \$\_\_\_

b. Initial construction or rehabilitation costs

Contractual Building Program \$\_\_\_

Rehabilitation Cost \$\_\_\_

Initial Replacement \$\_\_\_

Other:\_\_\_\_\_ \$\_\_\_

Personal Property

a. Furniture, Fixtures and Equipment

Acquisition	\$ ____
New Items	\$ ____
b. Merchandise and Supplies	
Acquisition	\$ ____
New Inventory	\$ ____
c. Transportation Vehicles	
Acquisition	\$ ____
New Items	\$ ____
Intangible Property	
a. Organization Cost	\$ ____
Goodwill	\$ ____
Other: _____	\$ ____
Other Working Capital	\$ ____
Other (Specify) _____	\$ ____
TOTAL FUNDS NEEDED	\$ ____

Tangible Property - Physical property of a relatively permanent character used in the normal conduct of a business. Examples of tangible property are buildings, equipment, machines, and tools. Such tangible property is depreciated rather than expensed.

Real Property - Tangible property permanently affixed to land or other real property. Real Property includes structures, facilities and appurtenances such as loading docks, heating and air conditioning systems, and walks and drives.

Personal Property - Tangible property associated with the operation of the business that is not affixed permanently to the realty. Examples of personal property include all furniture and fixtures that are movable, transportation vehicles and many others.

Intangible Property - A long-term property item not having physical characteristics. Intangible property derives its value by affording special rights or advantages expected to contribute to the earnings of a business. Examples of intangible property include patents, copyrights, trademarks, organization cost and goodwill. Intangible assets are amortized, rather than depreciated.

Working Capital - The excess of current assets over current liabilities. Current assets consist of cash, marketable securities, short-term receivables, inventories and prepaid expenses. Current liabilities include all debt that is considered payable within the accounting year.

Subfactor 4(b). The offeror demonstrates that needed funding (equity and/or borrowed) is available.

The "needed funding" is the total acquisition cost for the business, amount listed as "TOTAL FROM ALL SOURCES" from Subfactor 4(a).

1. Provide the following information appropriate for your current entity. Do this even if you are the current concessioner:

- a. For offerors who are corporations or partnerships; provide
  - the latest financial statement for your business and its parent company (if any),
  - the notes to the statements,
  - any Security Exchange Commission filings,
  - similar explanatory material
  - related audit report.
  -
- b. For sole proprietors, unconventional lenders or proposed individual investors: provide personal financial statements.

2. Attach your current credit report.

3. Identify the source(s) of all needed funds. Present specific and compelling evidence of your ability to obtain the necessary funds. Identify all sources and provide complete documentation. Explain fully the financial arrangements you propose to use, using the following guidelines:

- a. Document each source and availability of all funds with your current audited financial statements, financing agreements, letters of commitment, or similar supporting documents.
- b. If funds are to be obtained from lending institutions (banks, saving and loans, etc.) the letter of commitment must be on the lending institution's letterhead and include, as a minimum:
  - the amount of the loan
  - amount of interest
  - term of the loan
  - all encumbrances upon the loan.
- c. If funds are to be obtained from an individual, provide the following as appropriate:
  - current personal financial statement for the lender
  - documentation of any assets to be sold

- written commitment from the lender
- any other assurances that make a compelling demonstration that the funds are available and committed.

d. Funds to be obtained from an existing asset must be supported. Prove in a compelling way that the asset will yield the necessary funds at the necessary time. The condition of the market for such items should indicate that you will be able to sell the asset at the necessary time and at a price sufficient to provide the funds needed. Provide the following documentation as appropriate:

- description of the asset
- condition of the asset
- any encumbrances on that asset
- qualified appraisals and other professional estimates of the value of the asset
- proceeds of the sale of the assets.

Subfactor 4(c). The offeror demonstrates that its funding is adequate through its pro forma income statements and balance sheets, using the following guidelines:

Provide projected estimates of the revenues and expenses of the concession business in the form of annual pro forma income statements, balance sheets and statements of retained earnings for each year of the Concession Contract's term. These pro forma statements must be examined by an independent accounting firm or other economic and financial professionals with recognized experience in the accounting industry. A certification letter, on company letterhead, must be attached to the prospective financial statements giving some assurance as to the rationale used and comprehensive integrity of the pro forma statements.

- Use the format discussed in subfactor 4(C), which follows.
- Incorporate the annual inflation rate and estimates of real growth you anticipate.
- Attach your projections for revenue and expenses, along with your assumptions in establishing these projections.
- For the income statement and balance sheet, break down operating revenue and expenses by month for the first two years of operations.
- Show annual cash flow.
- Use the outlines given on the following pages. You may add to these outlines, but do not do less, do not reduce the captions called for, and do not change the order of items. This said, you may use your own presentation approach, using a computer, etc.
- Explain the assumptions on which your projections are based to a degree sufficient for reviewers to judge the validity of your estimates.
- More detail is preferred over less.

Only receipts and expenses related to the services required and authorized by the contract and for which approved rates are given, not other services (outside the park), are to be included in your pro forma statements.

FORMAT TO USE FOR PRO FORMA (PROJECTED) INCOME STATEMENT

Show your Projections Annually for the Term of the Contract  
Monthly for First Two Years

GROSS RECEIPTS (NET)

Food  
Beverage Sales (Alcoholic)  
Souvenir  
General Merchandise  
Marina  
Transportation  
Other:

\_\_\_\_\_  
\_\_\_\_\_

TOTAL GROSS RECEIPTS

COST OF SALES

Food  
Beverage (Alcoholic)  
Souvenir  
General Merchandise  
Marina  
Transportation  
Other:

\_\_\_\_\_  
\_\_\_\_\_

TOTAL COST OF SALES

GROSS PROFIT

DIRECT EXPENSES

Direct Payroll  
Payroll Taxes & Benefits  
Operating Supplies  
Contract Services  
Utilities  
Repair & Maintenance  
Auto Expense  
Other:

\_\_\_\_\_  
\_\_\_\_\_

TOTAL DIRECT EXPENSES  
ADMIN & GENERAL EXPENSES

Officers Salaries  
Other Salaries  
Payroll Taxes & Benefits  
Office Supplies  
Telephone  
Management Fees  
Overhead Expenses  
Professional Fees  
Advertising  
Other:

---

TOTAL ADMIN & GEN EXPENSES

FIXED EXPENSES

Rental Fee  
Property Taxes  
Insurance  
Interest  
Depreciation  
Other:

---

TOTAL FIXED EXPENSES

GOVERNMENT FEES

Franchise Fee  
Maintenance Reserve

TOTAL GOVERNMENT FEES

OTHER INCOME AND EXPENSES

Interest Income  
Gain/Loss on sale of assets  
Other:

---

INCOME BEFORE INCOME TAXES

INCOME TAXES

NET INCOME

FORMAT TO USE FOR PRO FORMA (PROJECTED) CASH FLOW STATEMENT

Show your Projections Annually for the Term of the Contract

CASH FLOW

OPERATING ACTIVITIES

Net Income

Adjustment to reconcile net income to net cash provided by operating activities

Depreciation

Gain/Loss on fixed assets

Other:

\_\_\_\_\_

\_\_\_\_\_

Net cash provided by operating activities

FINANCING ACTIVITIES

Dividends

Notes Payable

Other:

\_\_\_\_\_

\_\_\_\_\_

Net cash used in financing activities

INVESTMENT ACTIVITIES

Purchase of fixed assets

Proceed from sale of assets

Other:

\_\_\_\_\_

\_\_\_\_\_

Net cash used in investing activities

TOTAL CASH FLOW

\*\*\*Everglades National Park \*\*\*

\*\*\*\* Southeast Region – National Park Service \*\*\*\*

FORMAT TO USE FOR PRO FORMA BALANCE SHEET FORMAT

Show your Projections Annually for the Term of the Contract

CURRENT ASSETS

Cash  
Inventories  
Other  
Total

NET FIXED ASSETS

Fixed Assets  
{Less} Accum. Depr.  
Total

OTHER ASSETS

Other Assets  
Total

TOTAL ASSETS

CURRENT LIABILITIES

Accounts Payable  
Current Maturities  
Advance Deposits  
Total

LONG-TERM LIABILITIES

TOTAL LIABILITIES

EQUITY/CAPITAL

TOTAL LIAB & EQUITY

**PRINCIPAL FACTOR 5. FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR**

The offer of a higher minimum franchise fee than the minimum franchise fee stated in the prospectus is generally beneficial to the National Park Service and, accordingly, may result in a higher score under this selection factor. However, consideration of revenue to the United States will be subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

The minimum franchise fee acceptable to the National Park Service is 10% of annual gross receipts.

Subfactor 5(a). State the minimum franchise fee that you propose. (Such fee must at least equal the minimum franchise fee set forth above.) Express this fee as a percentage of annual gross receipts.

\_\_\_\_\_ Percent of annual gross receipts

\*\*\*\*\*

**SECONDARY SELECTION FACTORS**

**1. SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION AND PRESERVATION OF PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING BUT NOT LIMITED TO ENERGY CONSERVATION, WASTE REDUCTION AND RECYCLING.**

Subfactor B(S1)(a). Describe the Best Management Practices that you will apply in your operation (including, without limitation, the provision of visitor services, construction, maintenance, and acquisition) to further the protection, conservation and preservation of the park and other resources.

1. What steps will you take to practice water and energy conservation in daily operations including vessel operation. (i.e. the use of 4 stroke engines)
2. How will you reduce or eliminate hazardous materials in your park operations (i.e., petroleum based products, paint thinners, etc.)?
3. Recycling of motor oil is an objective of the National Park Service. How can you accomplish this in your operations?
4. Are there ways in which you can incorporate the use of alternative fuels into your park operations? What are they?
5. What ideas do you have for reducing solid waste generated from your operations.

6. What steps will you take to protect the park's soundscape from the noise generated by boat engines. (i.e. quieter engines)
7. What other Best Management Practices can you employ to demonstrate that your company is a responsible steward of the environment and is utilizing the best available technology to protect park resources?

Subfactor B(S1)(b). Describe, in narrative form, your plans for communicating an environmental leadership ethic to park visitors and your own employees, as it relates to the resources of the park and to the environment generally.

**VISITATION STATISTICS FOR EVERGLADES CITY - NPS-GULF COAST  
VISITORS CENTER:**

	2001	2000	1999	1998	1997	1996
Jan.	38,280	35,193	41,445	33,680	28,283	19,135
Feb.	50,438	45,400	52,008	45,805	42,823	51,870
Mar.	48,315	45,785	58,953	50,705	46,580	38,165
April	33,533	33,218	49,778	40,488	29,323	30,450
May	24,550	29,580	28,928	34,070	20,845	22,623
June	24,008	11,258	32,150	32,795	17,728	15,820
July	21,710	5,063	34,393	41,870	22,775	17,855
August	18,028	27,593	36,313	38,855	22,095	19,118
Sept.	13,045	25,413	31,168	31,445	15,665	16,613
Oct.	21,355	25,785	27,810	37,508	39,148	19,448
Nov.	22,593	30,463	31,860	39,105	28,095	24,553
Dec.	26,655	31,765	28,563	38,943	44,545	28,283

1995/96 decrease in visitation December due to 24 day government closure.  
2001 decrease in visitation due to terrorist attack on September 11, 2001.

## PERSONAL PROPERTY LIST

### Boats

Manatee - 1967 Custom Built L.O.A. 38' Beam 16' Draft 3' Gross Tons 14 - Net 12 Tons 75 Passengers	\$200,000.00
Manatee II - 1988 Custom Built L.O.A. 55' Beam 16' Gross Tons 48 Net 38 Ton 138 Passengers	\$650,000.00
Panther - 1968 Custom Built L.O.A. 31' Beam 9' Draft 3' 38 Passengers Net 2 Tons	\$125,200.00
Panther II - 1967 Custom Built L.O.A. 31' Beam 9' Draft 3' 38 Passengers Net 2 Tons	\$125,000.00
Skimmer - 1994 Custom Built L.O.A. 31' Beam 10' 30 Passengers	\$100,000.00
Subtotal, passenger vessels:	<b>\$1,200,200</b>
Canoe Osagian - 10 Canoes	\$ 10,750.00
Canoe Trailer - 1995	\$ 950.00
Trailer - 1999 Naples Trailer	\$ 2,500.00
1999 Chevy Van - 9 Passengers	\$ 22,000.00
1997 Computer - IBM/Posey Software	\$ 58,000.00
Phone System - Print Norstar	\$ 15,000.00
Video Equipment	\$ 4,000.00
Office Furniture	\$ 3,200.00
Merchandise	\$ 66,700.00
Cooler	\$ 2,500.00
Safe Model 2000	\$ 2,800.00
Copier 2000 Dialta	\$ 7,800.00
Boatways	\$ 55,000.00
Parts, Tools, And Equipment	\$ 15,000.00

This is provided by the NPS for the convenience of offerors. It is not necessarily comprehensive or correct, however, and offerors are solely responsible for determining the personal property which it must acquire from the previous concessioner. The estimate of the acquisition cost added, if any, was made by the previous concessioner. It is not binding on offerors and NPS makes no representation as to its accuracy.

U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
EVERGLADES NATIONAL PARK  
GULF COAST DISTRICT  
INITIAL MAINTENANCE PLAN  
FOR  
CONCESSION SERVICES AT  
EVERGLADES CITY

CONCESSIONS CONTRACT # CC-EVER002-XX

DATED \_\_\_\_\_

\*\*\*Everglades National Park\*\*\*  
\*\*\*Southeast Region – National Park Service\*\*\*

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## MAINTENANCE PLAN

### I. Introduction

This Maintenance Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and Everglades National Park, National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-EVER002-01 (hereinafter referred to as the "CONTRACT"). This Maintenance Plan sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and Concession Facilities within Everglades National Park which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail. The maintenance shall be conducted in compliance with Applicable Laws. Applicable Laws means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g. 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing protection of the environment and protection of public health and safety.

This Maintenance Plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Everglades National Park. Revisions may not be inconsistent with the terms and conditions of the main body of the CONTRACT. Revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

#### I. Concession Assigned Facility (Building) Inventory

- A. A 1177 square foot area within Building 604, the Gulf Coast Ranger Station, is assigned to the concessioner for the concession operation. The assigned area is located on the ground floor of the building and consists of approximately (1) 677 square feet for the gift shop and ticket sales area, and (2) 500 square feet of storage space. (A diagram of the assigned area is provided in the existing contract which has been included in the prospectus.

The building is jointly occupied by the National Park Service and the concessioner. The National Park Service occupies the entire second floor of the building and has a small storage area at the south end of the ground floor.

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B. The visitor restroom facility is located on the ground floor of the Gulf Coast Ranger Station at the north end of the building.

II. Inventory of Concession Assigned Facilities (Other than buildings)

A. 150 linear feet of seawall dockage space for concession tour boats docked at the Gulf Coast Ranger Station Boat Basin, Everglades City, Florida.

III. Maintenance Inspections

There shall be two annual joint inspections conducted during the operating year of buildings, utilities, grounds and equipment within the assigned areas. These inspections will determine if Concession Facilities are satisfactorily maintained and in compliance with applicable State and Federal rules, laws, codes, policies and regulations. As a result of the first inspection, deficiencies noted on periodic evaluations and needs assessed from the inspection will result in a schedule of maintenance projects being prepared for the approval of the Service, consistent with this Plan. The second inspection will be used to review progress on the projects generated by the first inspection, as well as to note deficiencies observed since the first inspection which will result in another schedule of maintenance projects being prepared for the approval of the Service, consistent with this Plan. This Plan shall also be reviewed and revised as deemed appropriate.

IV. Buildings

A. The Concessioner shall be responsible for exterior and interior maintenance of all Concession Facilities, herein as described in Section I. A used by the Concessioner within the areas assigned to the Concessioner for the purposes of the Concession Contract.

B. Concessioner Responsibilities:

1. Any pest infestation including infestation requiring fumigation/tenting for termites or other pests will be the responsibility of the concessioner. Pest control must be consistent with the Services Integrated Pest Management Program (IPM) and under the guidance of the Parks IPM manager.
2. Repair, maintain, or replace as necessary all interior walking surfaces. Walking surfaces shall be free of tripping hazards.
3. Repair, maintain, or replace as necessary all interior and exterior water, sewer

and electrical fixtures on portions of any buildings assigned to the concessioner.

4. Paint interior (first floor) surfaces on at least a FIVE (5) year cycle or whenever needed. The color and type of the paint shall be approved by the Service prior to use. Utilize reprocessed, low volatile organic content, latex coatings whenever technically feasible.
5. Repair, maintain or replace as necessary central and wall-mounted heating and air conditioning systems within portions of any buildings assigned to the concessioner.
6. Repair, maintain or replace as necessary all equipment, registers, display counters, shelving, refrigeration and freezing devices, etc within portions of any buildings assigned to the concessioner. When purchasing new equipment it shall be Energy Star compliant whenever technically and economical feasible.
7. Repair, maintain or replace as necessary all doors, door frames and door trim.
8. Repair, maintain or replace as necessary all glass in windows, all glass in doors, screens, shutters, etc.
9. Repair, maintain or replace as necessary all wall and ceiling coverings.
10. Repair, refinish or replace as necessary all floors and floor coverings as needed.
11. Maintain in a serviceable condition all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers, consistent with Federal, State and County codes. Conduct periodic tests of all safety devices, fire detection, and suppression devices, equipment, and appurtenances.
12. Provide all cleaning supplies, lamp bulb replacement and cleaning services to ensure a neat and clean appearance.
13. Provide periodic window cleaning (inside and out) to maintain a clean appearance. Concessioner shall purchase and utilize products or materials that are less toxic, reduce material use, contain post-consumer recycled content, and/or advance energy and water conservation where technically and economically feasible.
14. Repair, maintain, or replacen as necessary the exterior lighting within the concessioners land assignment.

15. The Concessioner is responsible for maintaining the station restroom facility. This will include mopping floors, cleaning and disinfecting lavatories, stools, stalls, walls, and mirrors. The Concessioner will stock the restrooms with toilet paper, hand-washing soap, and maintain the electric hand dryers. The facility should be checked regularly throughout the day to restock depleted supplies. A thorough cleaning will be accomplished at least twice daily. The Concessioner will be responsible for the replacement of any fixtures or the repair of plumbing, electrical, or structural systems within the restroom facility. Concessioner shall purchase and utilize products, fixtures, materials and supplies that are less toxic, reduce material use, contain post-consumer recycled content, and/or advance energy and water conservation where technically and economically feasible.
16. Interior or exterior structural modifications or alterations to Concession-occupied buildings or facilities require prior National Park Service approval. The Concessioner must submit, in advance, detailed drawings, specifications and justifications to the Superintendent's office outlining the project.

C. Service Responsibilities:

The Service shall be responsible for all exterior of the whole building and interior maintenance of the Service's portion of the building jointly occupied by the concessioner and the Service.

V. Utilities

A. Electrical System

The Concessioner is responsible for all interior and exterior electrical wiring and fixtures on buildings and in areas assigned for his use. The area of responsibility in each building begins at the masthead where the electrical service enters the building. All work performed on Government owned concession occupied or partially occupied buildings will be accomplished by licensed electricians and be in accordance with local, state, and federal electrical codes.

B. Telephone System

The Concessioner shall repair, maintain or replace the telephone system from within the Concession Facility up the point where the telephone company has responsibility.

C. Plumbing

The concessioner is responsible for plumbing repair and maintenance within the assigned structures and up to the water meter.

VI. Grounds

A. Concessioner Responsibilities

1. All concrete, asphalt, wood, grass, or graveled areas within the area assigned are to be maintained, by the Concessioner, free of debris such as paper, sticks, cigarette butts, or any other material.
2. Cigarette receptacles and wastebaskets shall be placed at all public use areas in and outside of buildings and at boat loading areas. No smoking signs must be posted where applicable.
3. Thorough cleaning as needed (normally twice yearly) of the Sandfly Island dock. This project is necessary to eradicate bird droppings and algae build-up. This cleaning will be done to the satisfaction of the district maintenance foreman.
4. Annual clearing of the boat tour trail known as the Mangrove Wilderness Trail in Halfway Creek. All clearing will be accomplished under a plan approved by the Service and in compliance with state and federal regulations.

B. National Park Service Responsibilities

1. Within the developed area, all clearing of trees and/or limbs hazardous to persons or structures shall be performed by the Park with the exception of the Mangrove Wilderness Trail in Halfway Creek.
2. Excavation or filling of hazards created by flooding shall be the responsibility of the Park.
3. The Park shall maintain the ground surface at grade level by providing a rock, pavement, soil, or other ground surface for Concessioner operations outside

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of any Concession-operated structure.

VII. **Environmental Management Program (EMP)**

The overall objective is to conduct Concessioner maintenance operations and activities utilizing efficient and cost-effective strategies and practices that minimize negative environmental impacts and foster environmental management and stewardship. The Concessioner shall develop a documented Environmental Management Program in accordance with Section 6 of the Concession Contract. Maintenance activities will be fully considered in the development and implementation of this EMP. The EMP shall address at least the following elements:

- A. **Hazardous Waste and Special Wastes:** Hazardous wastes generated by the Concessioner shall be managed as specified below:
1. Hazardous waste generated by the Concessioner shall be managed in accordance with applicable requirements in 40 CFR.
  2. All hazardous waste transporters shall comply with 40 CFR 263 and all other applicable Federal, State and local transportation regulations.
  3. Any Treatment, Storage and Disposal (TSD) facility, used by the Concessioner shall be a Permitted Final Status Facility.
  4. Wastes managed under the Resource Conservation and Recovery Act (RCRA), but not classified as hazardous waste if properly managed, including used oil and used oil filter, antifreeze (not considered a hazardous waste), lead-acid and Nickel Cadmium (NiCad) batteries shall be recycled to the maximum extent practical through a licensed recycler. These materials shall be handled, accumulated, transported and recycled in accordance with 40 CFR. Accumulation areas for these materials will be designated by the Concessioner and approved by the Superintendent. These accumulation areas shall be provided protection from the weather and be equipped with spill and leak protection. All flammable materials shall be stored in UL approved flammable storage cabinets.
  5. The Concessioner shall prepare a quarterly Waste Management Plan that will be approved and updated as deemed necessary by the Superintendent. This Plan shall itemize the hazardous waste and other wastes including used oil

and oil filters, waste anti-freeze, spent fluorescent tubes and waste batteries regulated by Applicable Laws and generated on park lands. The plan will provide details and procedures for waste identification, inventory, storage and disposal. A copy of all generated Uniform Hazardous Waste Manifests for hazardous wastes, manifests or other documentation for other wastes, and information pertaining to final Treatment, Storage and Disposal (TSD) facilities shall also be provided to the Park.

6. The Concessioner shall maintain an inventory of waste streams using a Hazardous Waste Inventory Form (HWIF) to track the quarterly and cumulative generation of all hazardous waste and special wastes to determine and continuously document the concession's generator status. The Concessioner shall submit a copy of the quarterly HWIFs to the Park.

C. **Hazardous Material Releases** – The Concessioner shall develop and implement plans to manage release of hazardous materials.

1. The Concessioner shall report all spills of hazardous materials or wastes on Park lands, to the NPS and all other appropriate regulatory agencies as required by Applicable Laws. The NPS shall be notified of all spills, regardless of quantity, if the spill results in a release into the environment.
2. The Concessioner shall develop an Emergency Action Plan (EAP). The Superintendent must approve the Plan.
3. The Concessioner shall provide spill response kits on all vessels to address incidental spills of boat and vehicle fluids (e.g., gasoline, antifreeze, motor oil).
4. The Concessioner shall comply with all Spill Prevention, Control and Countermeasures (SPCC) Plan requirements related to petroleum materials as defined in 40 CFR 112 (1996:Oil Pollution Prevention) if applicable. The Superintendent must approve the Plan.
5. The Concessioner shall cooperate fully with Service officials to improve local emergency planning, spill prevention and response, accident notification, and pollution prevention planning.

D. **Solid Waste Management**

A. **Concessioner Responsibilities**

1. The Concessioner is responsible for the cleanup of litter and trash on lands and in structures to which it has been assigned. The Concessioner is responsible for transporting litter and trash from its assigned lands to a concessioner provided trash dumpster of a design and in a location approved by the Service. Regular periodic trash pick-ups will be established. The Concessioner is responsible for providing trash cans, liners, and lids of an NPS approved type within its land assignment.
2. The Concessioner will provide separate recycling receptacles for aluminum cans, plastic containers, and glass containers at locations designated by the Service, throughout the concessioners land assignment. Recycling containers will also be placed aboard each double deck vessel. Containers will be provided with clear signage and graphics designating what materials are to be deposited into the containers for recycling. Paint colors and signage for containers shall be approved by the Superintendent.
3. The Concessioner will be responsible for ensuring that all recyclable materials are regularly removed from the premises and delivered to the recycling facilities. Concessioner shall maintain records documenting types and quantities of materials recycled. These records shall be provided to the Service quarterly.
4. Trash shall be collected from containers on a regular basis. Trash will be disposed at a State permitted Resource Conservation and Recovery Act (RCRA) Subtitle D compliant landfill.

**Water Quality:**

Protection of the water quality with Everglades National Park is critical to the Park's mission. The Concessioner shall institute pollution prevention management measures to minimize point source water pollution and stormwater resulting from all maintenance activities.

B. Service Responsibility:

The Park is responsible for placing trash cans, as needed, for use by the public on grounds within the district outside the concessioners area of responsibility.

VIII. Signs

A. Service Responsibility:

The Service is responsible for providing all necessary signs leading to the Park and located at the Park entrance indicating that Concession-provided facilities and services are available within the Park. The Service is also responsible for providing such signs as may be required for Service operations.

B. Concessioner Responsibilities:

The Concessioner shall be responsible for the installation, maintenance, and replacement as necessary of all interior and exterior signs relating to its operation and services on Concession occupied facilities or within the assigned areas. The Concessioner is responsible to ensure that its signs throughout the area are compatible with Service standards and/or area sign plans. All exterior sign styles and text shall be approved by the Service.

IX. Safety

1. The Concessioner shall develop his own safety program in compliance with the National Park Service Loss Control Safety Program. The program will be approved by the Superintendent and reviewed annually to become part of the Concession's overall evaluation rating.
2. The Concessioner shall equip and maintain each structure used, including docks, with smoke alarms, fire extinguishers of appropriate capacity suitable for use on all classes of fires, appropriate escape devices, first-aid kits, and dockside throwable life rings.
3. The Concessioner will keep on hand two boxes of absorbent pads, 180 feet of oil spill containment boom material, and a containment drum to handle any oil spill occurrence (ground or marine) at the ranger station.

X. Vessels

All vessels used by the Concessioner in conducting the activities authorized shall be maintained

in a clean, safe, and good working order in compliance with all applicable laws, rules, and regulations of the United States, the State of Florida, and any other appropriate local governmental body. All double deck vessels shall be fully accessible to the handicapped visitor in such a manner as to provide for the visitor's comfort and safety. The location to be utilized for handicapped visitors on the vessel(s) must be approved by the service.

XI. Marina

Concessioner Responsibilities

1. Install, repair, or replace plumbing and electrical systems and fixtures above ground serving the Concessioner's area of responsibility. Work to be accomplished to NPS standards, by certified craftsman.
2. Repair or replace the water and electrical systems that have been damaged as a result of acts by the Concessioner, its agents, or patrons. Work to be accomplished to NPS standards, by certified craftsman.
3. Repair or replace all concession boat basin pilings, standoffs, bumpers, ladders, boat loading gangways, rope railings, cleats and tie-offs. Work to be accomplished to NPS standards.
4. The Concessioner shall maintain in a serviceable condition, and consistent with Federal, State and county regulations and code requirements, all fuel storage tanks and dispensing equipment utilized for its vessels or other equipment/vehicles. Any repairs, remodeling, or upgrading shall be consistent with applicable Federal and State regulations and code requirements.
5. Install, repair, or replace as necessary all fire extinguisher equipment and safety devices related to the Concessioner's operations. Work to be accomplished to NPS standards, by certified technicians.
6. Concessioner will participate in the Florida State Department of Environmental Protection Clean Marina Program.

National Park Responsibilities

1. Install, repair or replace as necessary all NPS piers, floating docks, bulkheads used

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by NPS boats, and exterior lighting except those used by the concessioner or as a result of damage caused by the concessioner, his agents, or patrons.

2. Maintain, service, and operate the boat hoist.
3. Install, repair, or replace as necessary NPS fuel pumps, tanks, and equipment used for NPS vehicles and vessels.
4. Install, repair, or replace as necessary all fire extinguisher equipment, safety devices, and appurtenances related to NPS operations.
5. Maintain aids to navigation.
6. Provide for the dredging of boat basins as required.

XII. Onsite Vessel Maintenance

1. Vessel Maintenance requiring the haul out of hazardous materials including marine paint products shall be performed offsite at an approved facility. However, vessel maintenance requiring haul out and the use of hazardous materials shall be offsite at an approved facility.
2. The concessioner may only perform minor maintenance on site if they are in compliance with all federal, state, and local environmental quality requirements including "Outstanding Florida Water" standards.
3. The Superintendent may consider limited on-site maintenance if all hazardous material requirements are in compliance with all federal, state, and local environmental quality requirements. All Concessioner vessel maintenance is deemed to be in the best interest of the Park.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONCESSIONER

NATIONAL PARK SERVICE  
Superintendent

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this CONTRACT, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the CONTRACT:

#### II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability.

##### A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit	\$1,000,000
Products/Completed Operations Limit	\$1,000,000
Personal Injury & Advertising Injury Limit	\$1,000,000
General Aggregate	\$1,000,000
Fire Damage Legal Liability "per fire"	\$1,000,000

2. The liability coverages may not contain the following exclusions/limitations:

- a. Athletic or Sports Participants
- b. Products/Completed Operations
- c. Personal Injury or Advertising Injury exclusion or limitation
- d. Contractual Liability limitation
- e. Explosion, Collapse and Underground Property Damage exclusion
- f. Total Pollution exclusion
- g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)

3. For all lodging facilities and other indoor facilities where there may be a large concentration of people, the pollution exclusion may be amended so that it does not apply to the smoke, fumes, vapor or soot from equipment used to heat the building.

4. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

### B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, "Symbols 8 & 9," shall be maintained.)

Each Accident Limit                      **\$1,000,000**

### C. Liquor Liability

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit              **\$1,000,000**  
Aggregate Limit                              **\$1,000,000**

### D. Watercraft Liability (or Protection & Indemnity)

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

Each Occurrence Limit

Tour Boats, up to 5 passengers	<b>\$ 300,000</b>
Tour Boats, 6 to 12 passengers	<b>\$ 750,000</b>
Tour Boats, 13 to 20 passengers	<b>\$1,000,000</b>
Tour Boats, 21 to 50 passengers	<b>\$1,500,000</b>
Tour Boats, 51 to 120 passengers	<b>\$2,000,000</b>
Tour Boats, 121 to 220 passengers	<b>\$2,500,000</b>

### E. Aircraft Liability (non applicable)

Coverage will be provided for bodily injury or property damage arising out of the use of any aircraft.

Each Person Limit  
Property Damage Limit  
Each Accident Limit

### F. Garage Liability (non applicable)

This coverage is not required, but may be used in place of Commercial General Liability and Auto Liability coverages for some operations. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limits-Garage Operations  
Auto Only  
Other Than Auto Only  
Personal Injury & Advertising  
Injury Limit  
Fire Damage Legal Liability "per fire"  
Aggregate Limit-Garage Operations  
Other Than Auto Only

If owned vehicles are involved, Liability coverage should be applicable to "any auto" ("Symbol 21") otherwise, coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

#### **G. Excess Liability or Excess "Umbrella" Liability**

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

#### **H. Care, Custody and Control-Liability (non applicable)**

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss

#### **I. Environmental Impairment Liability**

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit: Coverage will comply with the statutory requirements of the state of Florida

Aggregate Limit: Coverage will comply with the statutory requirements of the state of Florida

#### **J. Special Provisions for Use of Aggregate Policies**

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

#### **K. Self-Insured Retentions**

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

#### **L. Workers Compensation & Employers' Liability**

Coverage will comply with the statutory requirements of the state of Florida

### **III. PROPERTY INSURANCE (non applicable)**

#### **A. Building(s) and/or Contents Coverage**

1. Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit D of this CONTRACT.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.
8. Flood Coverage shall be maintained with a limit of not less than \$
9. Earthquake Coverage shall be maintained with a limit of not less than \$
10. Ordinance or Law Coverage shall be maintained with a limit of not less than \$

#### **B. Boiler & Machinery Coverage (non applicable)**

1. Insurance shall apply to all pressure objects within Concession Facilities.
2. The policy shall provide for loss recovery on a Replacement Cost basis.

3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
4. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
5. Coverage is to be provided on a blanket basis.
6. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
7. Ordinance or Law Coverage shall be maintained with a limit of not less than \$

### **C. Builders Risk Coverage**

1. Insurance shall cover new buildings or structures under construction at the Concession Facilities, and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Any occupancy restriction must be eliminated.
7. Any collapse exclusion must be eliminated.
8. Any exclusion for loss caused by faulty workmanship must be eliminated.
9. Flood Coverage shall be maintained with a limit of not less than \$
10. Earthquake Coverage shall be maintained with a limit of not less than \$

### **D. Business Interruption and/or Expense**

1. Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession

Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

#### E. Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

#### F. Required Clauses

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. \_\_\_\_\_ dated \_\_\_\_\_, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

#### IV. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Where appropriate, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

#### V. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

## VI. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this CONTRACT shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

## VII. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained.