

**Appendix C**

**OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between [Concessionaire Name] (hereinafter referred to as the “Concessionaire”) and the U.S. Fish and Wildlife Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessionaire and the Service with regard to those lands and facilities within J.N. “Ding” Darling National Wildlife Refuge (hereinafter referred to as the “Area”) that are assigned to the Concessionaire for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Refuge Manager in consultation with the Concessionaire and revised as determined necessary by the Refuge Manager of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## 2) RESPONSIBILITIES

### A) Concessionaire

- (1) **Managers and Supervisors:** The Concessionaire directs this concession operation. The Concessionaire must employ an on-site manager to carry out the policies and directives of the Service as well as those of the Concessionaire in the operation of the Concessions Facilities and Services within the Area. To achieve an effective working relationship between the Concessionaire and the Service, the Concessionaire must designate one representative who has full authority to act as a liaison in all concession matters within the Area.
- (2) **Staff:** The on-site manager must employ a staff with the expertise to operate all services under the Contract.
- (3) **Organizational Structure:** The on-site manager must furnish the Service with an initial list identifying key concession management and supervisory personnel, their names, job titles, email addresses, phone numbers (both work and mobile, if applicable) with updates as changes occur.
- (4) **Communication and Meeting:** The Concessionaire must meet with the Service monthly, including a meeting prior to commencing services each spring and a “Year-in-review” meeting in the fall. The parties will work together to schedule the required meetings.

### B) Service

- (1) **Refuge Manager:** The Refuge Manager manages the total Refuge operation, including concession operations. The Refuge Manager carries out the policies and directives of the Service, including oversight of concession contracts. Through staff representatives, the Refuge Manager reviews, supervises, and coordinates concession activities within J.N. “Ding” Darling National Wildlife Refuge.
- (2) **Concessions Management:** The Concessions Management Specialist monitors concession contract compliance that includes, but is not limited to, (a) evaluating all concession operations and services, and (b) reviewing and authorizing all rates, advertisements, improvements to facilities, insurance and construction.
- (3) **Public Health Program:** The United States Public Health Service representative inspects water and wastewater systems to ensure adherence to all applicable public health standards.

## 3) GENERAL OPERATING PLANS AND REQUIREMENTS

### A) Concession Operations

- (1) *Operational Evaluations and Inspections*
  - (a) The Service and the Concessionaire will jointly inspect and monitor Concession Facilities. The Service will evaluate the Concessionaire’s facilities and operations at least twice during the operating season. The evaluation will include a review of tours and facilities operated by the Concessionaire to identify maintenance and operating deficiencies.

- (b) The Refuge Manager's representatives will conduct periodic evaluation of Concessionaire facilities and services to ensure conformance to operational standards established by the Service. Concessionaire managers will be contacted in advance of the evaluations and inspections to allow a representative of the Concessionaire to accompany the Service evaluator. In addition, the Service may also conduct unannounced evaluations and inspections.
  - (c) The Concessionaire must develop and follow a comprehensive risk management and environmental management safety program, as described further in section 6) below. The Service will make at least one unannounced inspection to evaluate the risk management and environmental management safety program.
  - (d) The Service reserves the right, in accordance with the Contract, to enter the Concessionaire's land assignment, including any facilities, at any reasonable time for inspections or when otherwise deemed necessary by the Service.
  - (e) The Concessionaire must be responsive to dates assigned for correction of deficiencies or abatement plans.
- (2) *Rates*
- (a) The Concessionaire must provide its visitor services at rates approved by the Service. Annual requests for rate changes for tours, services and sale items subject to the conditions of the contract must be submitted by September 31 of each year. The Concessionaire must supply comparability data to support proposed rates at the time approval is requested.
  - (b) The Service will approve, disapprove, or adjust rates within 45 business days of the rate request submittal. If a longer response period is needed, the Service will contact the Concessionaire and negotiate a response date.
  - (c) The Concessionaire must prominently post all rates for goods and services provided to the visiting public.
- (3) *Schedule of Operations*
- (a) The Concessionaire must operate the Tarpon Bay Recreation Area facilities seven days per week 9AM-5PM local time. In response to the Concessionaire's written request, the Refuge Manager may authorize in writing a variance to hours of operation. Daily hours of operation will be subject to review and approval by the Refuge Manager. Hours may be extended, but not beyond one-half hour before sunrise and one-half hour after sunset. The only exceptions to the hours of operations indicated above will be that Concessionaire may elect to close for 2 weeks during the month of September, and on Thanksgiving Day and Christmas Day. The Concessionaire shall notify the Refuge Manager in advance of implementing any plan to close operations in accordance with the preceding sentence.
  - (b) Tram services will be open 6 days a week (Saturday through Thursday) from 10am to 3pm local time. Hours may be extended, but not beyond one-half hour before sunrise and one-hours after sunset. The exception to the minimum schedule for the tram services will be during the month of September when the Concessionaire may elect to decrease number of tram tours offered. Concessionaire must provide the Refuge Manager with notice of closure at least 30 days in advance of any proposed closure or proposed changes to hours of operation of the tram service.
  - (c) During the term of the Contract, the Service will conduct a major road improvement project that will disrupt Tram tours and Fee Collection operations. Service repairs and improvement are being planned for 2026.
  - (d) The schedule of operations above assumes normal operating and market conditions. *On Sept. 28, 2022 Sanibel was severally impacted by Hurricane Ian. The specific operations schedule above can be negotiated for a short term (6-12 months) based on market trends and the Service's needs as the community rebounds to normal market conditions.*

- (4) *Reservation System*
  - (a) The Concessionaire may accept reservations and deposits for tours and other services provided to the public under the Contract by phone, facsimile, online (i.e., over the Internet), and other technologies readily available within the marketplace.
  - (b) The conditions and procedures for reservations must be clearly stated on any brochures or publicity materials distributed by the Concessionaire.
  - (c) Any deposit and reservation system is subject to review and approval by the Refuge Manager.
  - (d) The Concessionaire must provide the Service with a tour-cancellation policy by the first business day in January prior to the operating season.
  - (e) The tour-cancellation policy must include, but is not limited to, cancellations due to staffing shortages, equipment problems, and weather.
  - (f) The Concessionaire must ensure that commercial groups do not reserve more than 50% of daily reservations.
- (5) *Staffing and Employment*
  - (a) There is Service-provided apartment on site at Tarpon Bay Recreation Area. The Concessionaire may provide an employee housing on site.
  - (b) Concessionaire employees shall not possess firearms while on duty.
  - (c) Service employees and their families may work for the Concessionaire only after the Service's designated Ethics Officer has determined, in accordance with applicable Department of Interior policies and procedures, that no conflict of interest exists and has provided written approval. In order to obtain the required determination, the Service must submit a written request for approval to their designated ethics advisor. See [FWS.gov/program/ethics](http://FWS.gov/program/ethics) for details and contact information.
  - (d) The Concessionaire may allow its employees to participate in the Refuge's Volunteers program during off-duty hours.
  - (e) The Concessionaire must establish a uniform standard of attire for employees. The uniform standard of attire for employees requires written prior approval from the Refuge Manager.
  - (f) The Concessionaire and its employees must comply with all designations, closures, permit requirements, and other restrictions contained in 50 CFR.
  - (g) The Concessionaire must provide employee orientation and training and must inform employees of Refuge regulations and requirements that affect their employment and activities while residing and working in J.N. "Ding" Darling National Wildlife Refuge. A Service representative may participate in scheduled orientation and training sessions.
  - (h) The Concessionaire must facilitate interpretive training for all employees who have contact with the public. The Service will work closely with the Concessionaire to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of Concessionaire interpretive presentations to Refuge themes.

#### 4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

*\* This section assumes normal operating and market conditions. On Sept. 28, 2022 Sanibel was severely impacted by Hurricane Ian. The required and authorized services below can be negotiated for a short term (6-12 months) based on market trends and the Service's needs as the community rebounds to normal market conditions.*

##### A) Required Visitor Services - Concessionaire

- (I) *Interpretive Tram Tours along Wildlife Drive*
  - (a) The Tram interpreters shall be knowledgeable about all local wildlife (especially birds) and habitat, and the interpretive messages given by the Tram interpreters shall be approved by the Refuge Manager or his/her designees prior to its use. Refuge staff or a designated representative shall periodically ride the Trams with no charge to the Refuge in order to review the content of the interpretive program to ensure it supports the Refuge's intended messages and that adequately illustrate the Refuge's mission and objectives. The approved interpretation script shall be strictly adhered to at all times.

- (b) Each interpretive Tram tour (start to finish) shall be at least 1-½ hours long, but not more than 2 hours in length.
  - (c) The Trams are allowed to make stops along the Wildlife Drive for interpretive purposes as long as the passengers do not block through traffic after disembarking from the Trams, and as long as the number of stops do not cause the entire Tram ride to last longer than 2 hours. The tram driver shall not stop to the left side of the drive. Tram operators must conduct these stops in such a manner as to ensure that an open travel lane is maintained at all times. Trams will not block traffic with Tram vehicles.
  - (d) The Tram service shall be limited to a maximum of one (1) Tram trip every hour and will continue to operate no more than one Tram departure every 1 hour starting at 8:00 a.m. and running until 4:00 PM except on Fridays when Wildlife Drive is closed.
  - (e) The Tram operations must comply with the open and closed hours set for Wildlife Drive.
  - (f) The Tram operation must embark and disembark from the assigned locations at all times during the tour - the Tram parking lot formerly called Island Water Association (IWA) site. No extra stops are allowed for picking up or dropping off of passengers (except in the case of an emergency).
  - (g) The Tram operators must assist any visitors that are stranded or in distress on the Wildlife Drive. Tram operators must offer such visitors a FREE ride back to the Education Center. In such case where the tram vehicles are full, the Tram operators must call or radio Refuge staff to assist all visitor(s). Tram operator will remain with visitors until Refuge staff arrives.
  - (h) The Tram vehicles are designated for operation on the Refuge. The Tram vehicles shall not be used for any other tours or other operation off of Refuge property without the prior approval and consent of the Refuge Manager, and in such circumstances only after the Service recognition statement on the vehicles has been removed or satisfactorily covered to the satisfaction of the Refuge Manager.
  - (i) The Trams may operate with drivers that serve as interpreters if desired, or the Concessionaire may elect to have separate Tram drivers and interpretive guides operating the Trams. The Refuge Manager may elect, at his/her discretion to require separate drivers and interpreters for the Tram trips during the heavy visitation season on the Refuge.
  - (j) During Summer months when visitation is low, the Refuge Manager may give prior approval for the Concessionaire to operate just one Tram and reduce the number of tours provided.
  - (k) The Concessionaire is required to keep one time slot per day open for commercial bus groups that book a Tram tour at least 48 hours in advance of the scheduled bus group Tram tour.
  - (l) Tram fees are approved by the U.S. Fish and Wildlife Service. Any change in fee structure shall be approved by the Refuge Manager prior to implementing the new fee structure.
  - (m) The Concessionaire is responsible for organizing a registration and advanced reservation system for individuals and commercial bus groups. The Refuge Manager shall approve the system used and any proposed changes.
  - (n) The Concessionaire shall provide the Refuge Manager with a monthly report that includes: a) The total number of Tram trips made; b) Total number of paid and or un- paid passengers by age category (adult/child). In addition, a quarterly report will be provided to the Refuge Manager that includes: Total Tram proceeds for the quarter, c) Total number of passengers paid or un-paid by age category, d) Total amount of entrance fees collected.
  - (o) The Concessionaire and its tram operators shall be responsible for any and all traffic violations that involve the operation and use of the Trams. Reckless driving or unsafe Tram operation may be grounds for termination of the Concession Contract and ability to operate on the Refuge.
  - (p) The Tram shall operate with a minimum of three (3) tours per day all year except for January 1st through April 30th where the minimum number of tours will increase to 5 per day. Trams must operate as long as a minimum of 5 passengers are present for the tour.
  - (q) Any Concessionaire-led tour stop along Wildlife Drive must leave enough space for a vehicle to safely pass while the tram is stopped.
- (2) *Other Interpretive tours*
- (a) The Concessionaire shall provide guided canoes/kayaks tour through Commodore Creek Canoe Trail and Tarpon Bay. Stand up Paddleboard tours are authorized inside Tarpon Bay, excluding Commodore

Creek Trail.

- (b) All tours are required to stay at least 100 meters away from rookery sites in Tarpon Bay except in navigational channel. Disturbance of wildlife on rookery sites could, at the discretion of the Refuge Manager, lead to cancellation of these guided tours.
  - (c) The Concessionaire shall provide all required safety equipment in good condition and in compliance with U.S. Coast Guard regulations for all guided tours.
  - (d) All recreation activities, tours, and events that the Concessionaire may propose to conduct or offer outside the normal hours of operation require the prior written approval of the Refuge Manager.
  - (e) Absolutely no landing of recreational watercraft shall be allowed on any Refuge rookery island. It shall be the responsibility of the Concessionaire to ensure that the public is notified of and (to the extent practicable) complies with this requirement.
- (3) *Rental Equipment Services*
- (a) *Non-motorized watercraft (Kayak/canoe/SUP Rentals)*
    - i. Watercraft rentals for use in Tarpon Bay and on the Commodore Creek Canoe Trail include canoes/kayaks, paddleboards (no personal watercraft i.e jet skis, foot-peddle boats, etc.). All watercraft in the rental fleet shall comply with all applicable U.S. Coast Guard provisions and regulations, including but not limited to watercraft construction and safety features.
    - ii. Rental watercraft shall be clearly marked by an identifying number. Registration forms for all rentals shall provide a space for the I.D. numbers.
    - iii. Concessionaire is required to educate watercraft renters about the prohibition against disturbing wildlife and trespassing onto the mangrove rookery islands in Tarpon Bay, and the requirement that rental watercraft activities are restricted to the waters of Tarpon Bay and Commodore Creek.
    - iv. Concessionaire shall provide paddles and all associated U.S. Coast Guard required safety equipment with each rented vessel. All paddles and required safety equipment shall be in good, serviceable, working condition, and of sufficient number to satisfy applicable U.S. Coast Guard requirements. All paddles shall be of a neutral coloration so they will not disturb wildlife. White paddles are not acceptable.
    - v. Concessionaire shall provide maps, general information and thorough instructions to all watercraft operators, regardless of whether the watercraft is privately-owned or inventory in the rental fleet, prior to embarking upon guided or self-guided tours.
    - vi. All canoes/kayaks shall be constructed of non-metal outer hulls with earth/water tone (tan, dark green or blue) coloration. All canoes/kayaks/boats shall be well-maintained, operable, clean, and safe for their intended or foreseeable use.
  - (b) *Bicycles –*
    - i. Concessionaire shall provide a minimum of 25, but not more than 50, all age appropriate single speed bicycles with all necessary attachments for young children for use in the concession operation. Bicycles shall be maintained in good, operable condition, and be ready for safe operation. All necessary or appropriate safety and associated equipment, such as approved helmets, must be provided with each bicycle. Provision must be made for providing timely (within 30 minutes) bicycle repairs, retrieval of inoperable bicycles in need of repair, and assistance to bicycle operators or riders.
- (4) *Day Use, Boat ramp*
- (a) The Concessionaire shall provide access to the boat ramp for the launch of private non-motorized boats and motorized boats up to 21' long.
  - (b) This ramp is day use only and all vessels launched must out of the water before sunset and all vehicles and trailers must be out of the gate before the facilities closing time.
  - (c) The boat ramp will be available for Service and SCCF marine lab use without charge 24hrs a day 7 days a week.
- (5) *Entrance Fee Collection and Recreation Pass Sales*
- (a) Concessionaire will be responsible for collecting all refuge entrance fees from visitors entering the Wildlife Drive and Indigo Trail. Concessionaire will also sell the Interagency America the Beautiful

passes at the Refuge. A fee collection booth will be manned during open hours of the Wildlife Drive, which open hours will vary with the time of year (7:00/7:30 A. M. – ½ hour before sunset). Fees will be collected by Concessionaire staff and input into computer/register. Paying visitors will be given a receipt as an entry pass. Those visitors using a refuge-specific or Interagency pass or return visit will not be issued a receipt.

- (b) Fees will be collected and kept secure by Concessionaire. It is the Concessionaire's responsibility not to allow over \$10,000 being stored in the same location in between fee counts and bank deposits. Concessionaire will present a check for 100% of entry fees collected, all daily reports and a monthly report to the Refuge Manager by the fifth day of the following month. Credit card % fee will be invoiced to USFWS within 5 days after the end of each month.
- (c) Concessionaire will be required to sell America the Beautiful Passes including Senior Pass, Access Pass, Annual Pass, and Active Military Pass. In addition, the Refuge Annual Pass and Federal Duck Stamps will be sold at the fee collection booth. Passes will be issued to the Concessionaire in lots agreed to between Refuge and Concessionaire. The free Every Kid Outdoors pass (4<sup>th</sup> grade pass) will be issued at the booth also.
- (d) A fee collection booth and Tram ticket booth (4' x 8') will be provided by the Refuge. The booths will be equipped with windows on all four sides for viewing, windows on three sides to work from, AC / heat and insulated walls. Electricity, local telephone service and repair maintenance of the exterior of the booths will be the responsibility of the Service, not the Concessionaire. The Concessionaire will clean the interior and exterior of the booths and windows. General inside maintenance of the booths and cleaning supplies needed will be the responsibility of the Concessionaire.
- (e) A register (provided by Concessionaire) will be programmed with buttons for entrance fees including: Senior Pass, Access Pass, Annual Pass, Refuge Annual Pass, Active Military Pass, and Federal Duck Stamps; as well as buttons for: Biker / Hiker, Vehicle, Return Visit and Employees or Volunteers. There will also be buttons programmed in for sales or issuance of: Senior Pass, Access Pass, Annual Pass, Refuge Annual Pass, and Federal Duck Stamp. The register memory will be entered into a computer (provided by Concessionaire) that will be programmed to print a daily report showing all entrances and sales. There will also be a printout at the end of each month tallying all sales and entrances. All supplies needed for the cash register and operations will be provided by Concessionaire.
- (f) The Concessionaire must accept credit card purchases of entrance fees and recreation passes. Credit card fees will be listed on an invoice to the Service, and Service will reimburse for these expenses.
- (g) Concessionaire is responsible for greeting each visitor or visiting party in a friendly manner, offering brochures and maps if desired, and answering questions in a courteous manner.

## **B) Authorized Visitor Services - Concessionaire**

- (1) *Guided Fishing:* The Concessionaire is authorized to offer guided fishing charter services. This service is only authorized within Tarpon Bay; no other pick up or drop off locations are allowed. Captains must comply with Federal and State rules and regulations. Concessionaire is required to dispose of or eliminate fish remains from the designated cleaning area after each use. The proposed method selected by the Concessionaire for disposal or elimination of fish remains from the designated cleaning area is subject to prior written approval of the Refuge Manager.
- (2) *Boat Rentals:* The Concessionaire is authorized to rent up to 6 small vessels with motors less than 25hp.
- (3) *Nature and Sealife Interpretive cruise:* The Concessionaire is authorized to have a large capacity 25-50 passenger shallow draft tour boat for larger tours within Tarpon Bay. (no net or trolling programs permitted)
- (4) *Interpretive Deck Talks and Programs:* The Concessionaire is authorized to have a touch tank and offer interpretive tours at the Tarpon Bay Recreational Area.
- (5) *Vending:* The Concessionaire may sell water, other non-alcoholic beverages, and snacks. The Refuge Manager must approve all items before the Concessionaire offers them for sale. Before any vending machine is installed, the Refuge Manager must approve the location and number of the machine and the items offered for sale. Plastic bottles are not permitted.
- (6) *Other Merchandise Sales:* The Concessionaire may sell other items of merchandise reasonably related to its required or authorized visitor services, including visitor convenience items such as nature and native wildlife

based souvenirs, sunglasses, and sunblock. The Refuge Manager must approve all items of merchandise before the Concessionaire offers them for sale. The Concessionaire may also sell old or used equipment such as kayaks and bicycles.

- (7) Guided Books and Maps: The Concessionaire may sell guidebooks and maps reasonably related to its required or authorized visitor services. The Refuge Manager must approve all guidebooks and maps before the Concessionaire offers them for sale.

### C) Tram vehicle Requirements

- (1) The Tram vehicles shall be of the modern type that coincides with the present-day era. The Trams shall not be a facsimile of other vehicles or animals, (ie. trolleys, trains, elephants, etc.). The Refuge Manager (RM) shall approve vehicle type and style prior to adding a new vehicle to the fleet for use on the J.N. "Ding" Darling National Wildlife Refuge (Refuge), including Trams using alternative energy propulsion systems.
- (2) Colors of the Tram vehicle shall be neutral so as not to be obtrusive or in conflict with the natural colors on Wildlife Drive (WD). Tan, cream, white, or a light green are preferred colors. Colors shall be approved by the Refuge Manager.
- (3) The Tram vehicles shall not display any kind of advertising other than that of the Tram operator's logo and official company name (maximum lettering and logo size will be 12" in height). The following message shall also be displayed in conjunction with the Tram's own advertisement: "Operating in cooperation with the U.S. Fish and Wildlife Service". Sizes and colors of vehicle logos and allowable lettering shall be approved by the Refuge Manager prior to contract start.
- (4) The Tram vehicles shall be an open-air vehicle Capable of carrying a minimum of 23 passengers.
- (5) All new purchased passenger trams shall be accessible, per ADA 1192.179. All Trams must comply with all US Access Board guidelines found <https://www.access-board.gov/ada/vehicles/guides/subpart-h-guide-trams/#1192179-trams-similar-vehicles-and-systems>.
- (6) The Tram vehicles will be equipped, operated and maintained in compliance with the standards set by the vehicle manufacturer and all applicable Federal, State, and local laws, regulations, and policy. The standards intended by this provision include, but are not limited to vehicle safety, occupant safety, engineering, design and construction requirements, roadworthiness, and regular or recurring preventive maintenance.
- (7) The Tram vehicles shall, in all respects, adhere to and be in compliance with all Federal, State, and local laws and regulations. The laws and regulations intended by this provision include, but are not limited to those that apply to vehicle safety, occupant safety, vehicle operation, and engineering, design and construction requirements.
- (8) The Tram vehicles shall be kept clean and maintained in a mechanically safe and sound manner at all times.
- (9) All Tram vehicles systems (i.e. mechanical, electrical, pollution control, braking, etc.) shall be kept in proper working order. The vehicles shall be inspected daily prior to use by the concessionaire or their designee. The vehicles shall be removed from operation anytime safe operation of the vehicles is in question through inspection by the Concessionaire. Vehicle maintenance and service shall be conducted in accordance with the owners-manual provided by the manufacturer.
- (10) Tram drivers shall possess all necessary valid licenses that are required by the State of Florida to operate such a vehicle. Copies of such licenses will be submitted to Refuge Manager or his/her designee.
- (11) The Tram vehicles shall have an operational cellular phone so as to provide monitoring and a means of contacting Concessionaire's main office and emergency personnel. This phone shall be operational during business hours so that communication between the Refuge staff and the Tram drivers is maintained. Tram drivers will not use their cell phone to text or call while driving. Cellular phone equipment for use on Tram vehicles shall be provided by the Concessionaire.
- (12) A first aid kit shall be kept on each Tram vehicle and shall be stocked with current dated first aid materials at all times.
- (13) Certified fire extinguishers required by Florida law for commercial passenger vehicles of this type shall



be kept on board of Tram vehicles at all times and shall be maintained in good working order.

- (14) The Tram vehicles shall be operated in a safe and courteous manner at all times, safeguarding life, limb and property of all passengers, operators and pedestrians, and the person and property of other vehicles using the roadway. Confirmed misconduct or repeated safety violations shall be grounds for the Service to void the Concession Contract and immediately stop Tram operations on the Refuge.
- (15) The vehicles shall possess all current tags and registrations required for legal highway operation in the State of Florida. Insurance shall be kept valid at all times in such coverages are described in Exhibit F of the Concession Contract. Failure to do so shall result in voiding of the contract with the Service. The Concessionaire will purchase insurance and name the U.S. Fish and Wildlife Service as an additional insured in accordance with Exhibit F.
- (16) All necessary safety measures and equipment shall be followed and utilized at all times in accordance with Service Safety Policies, Occupational Safety And Health (Parts 240-249), and Vehicle & Equipment Management (Parts 320-329). Any unsafe practices identified by the Refuge staff will be reported to the REFUGE MANAGER who, in his/her discretion, may immediately stop any further operation of the Tram until all safety issues are resolved.

**D) The Scope and Quality of the Service**

- (1) The Concessionaire must provide all services in a consistent and quality manner.
- (2) The Concessionaire must monitor its operations to ensure that quality standards are met.
- (3) The Concessionaire must license all vehicular equipment used in its operations in accordance with applicable federal and state law; must maintain all vehicular equipment in safe operating condition; and must operate all vehicular equipment safely and in accordance with applicable federal and state law.
- (4) All services provided by the Concessionaire must be made accessible for persons with disabilities.
- (5) During any actual or imminent inclement weather, including but not limited to high winds, heavy rains, and excessive cold or warm temperatures, the Concession manager must exercise sound discretion as to whether or not to reduce, cancel, delay, or reschedule any tour outing or rental service, up to and including canceling the entire day's services. In making such a management decision, employee safety and public safety must always take precedence over any revenue considerations or inconvenience to the visitor.

**E) Utilities**

- (1) The Concessionaire is responsible for arranging for utility service and paying utility companies for water, electricity, telephone service, recycling and solid waste trash removal.
- (2) The Concessionaire may not place or install trash receptacles on the site without prior approval by the Refuge Manager.

**F) Lost and Found**

- (1) In the event the Concessionaire or its employees find or receive lost property, the Concessionaire or its employees must contact the Refuge Visitor Center Office at (239) 472-1100 to notify Refuge Ranger.
- (2) Ranger/Refuge staff shall pick up and secure the item(s) for return or disposition.
- (3) Along with the property itself, the Concessionaire must furnish information on where and when the property was found or received and provide the name, email address, mailing address, and telephone number of the finder.

**G) Complaints - Comments**

- (1) The Concessionaire must have a comment card system whereby customers may provide feedback to the Concessionaire anonymously.
- (2) The comment card system may be a Concessionaire-operated online system, a paper comment card system, or, if the Service so offers, a Service-operated online system.
- (3) Paper comment cards must be readily available to the public through the tour guide after each tour or in the Tarpon Bay Concessionaire Office.
- (4) A summary of responses regarding public feedback must be submitted to the Service by the 15<sup>th</sup>

- of each month at the same time that the visitor statistics and concession franchise fees are reported.
- (5) When the Service receives a comment or complaint related to the Concessionaire's operations, the Service must forward it unedited to the Concessionaire unless the visitor wishes the comment or complaint to remain anonymous, in which case the Service must provide the Concessionaire with a copy of the comment or complaint from which the visitor's personally identifiable information (PII) has been redacted. Alternatively, the Service shall provide the Concessionaire with a summary of the comment or complaint that does not identify the visitor or contain any PII.
  - (6) The Concessionaire must investigate and respond in writing to all complaints within 14 days after receipt.
  - (7) At the same time that the Concessionaire responds in writing to a visitor complaint, the Concessionaire must provide a copy of the response to the Refuge Manager.
  - (8) The Concessionaire shall also provide the J.N. "Ding" Darling National Wildlife Refuge Concessions Office with copies of visitor letters or comment cards that constitute or include compliments of the Concessionaire's operations.
  - (9) Visitors may fill out and deposit a comment card in the box located outside of the Tarpon Bay Concessionaire Office or write to:  

Refuge Manager  
J.N. "Ding" Darling National Wildlife Refuge  
1 Wildlife Drive  
Sanibel, FL 33957
  - (10) The following notice must be prominently posted at all Concessionaire cash registers and payment areas:  

This service is operated by [Concessionaire], a Concessionaire under contract with the U.S. Government and administered by the U.S. Fish and Wildlife Service. The Concessionaire is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the U.S. Fish and Wildlife Service based upon prices charged by similar private enterprises outside the Refuge for similar services with due consideration for appropriate differences in operating conditions.

#### **H) Smoking Policy**

- (1) Smoking is not authorized in any concession facilities, including on or in the tram and boat tours.
- (2) The Concessionaire must post "No Smoking" signs in all public buildings.
- (3) The Concessionaire must also post "No Smoking" signs at all entrances to the facilities, and high-fire-risk areas.
- (4) Within the assigned area the Concessionaire may designate a small, well-defined open-air smoking area where the fire risk is low and that is reasonably separated from visitors who find smoke objectionable.

### **5) RISK MANAGEMENT PROGRAM**

#### **A) Concessionaire Responsibilities**

- (1) The Concessionaire must develop, maintain, and implement a documented Risk Management Program (RMP).
- (2) Within 90 days after Contract execution, the Concessionaire must submit its RMP to the Refuge Manager for review and acceptance.
- (3) The Concessionaire must annually review and update its RMP, the Concessionaire must submit its updated RMP to the Refuge Manager for review and acceptance by September 31 each year.
- (4) Within a reasonable time after submission, the Refuge Manager shall review and either accept or decline the Concessionaire's RMP.
- (5) The Concessionaire is solely responsible for its compliance with, and its employees', agents', and contractors' compliance with, its RMP.

- (6) At a minimum, the RMP must include the following components:
  - (a) Risk Management Program Scope
  - (b) Responsibility and Accountability
  - (c) Training
  - (d) Documentation and Operational Control
  - (e) Communication
  - (f) Reporting
  - (g) Inspections and Corrective Action
  - (h) Hazard Incident Investigations and Abatement
  - (i) Management Review
  - (j) Other Contract Requirements
- (7) Additional items to be addressed in the Risk Management Program must include:
  - (a) Educating visitors on responsible use and minimizing disturbance to wildlife
  - (b) How to avoid potential hazards
  - (c) Actions to minimize the number of accidents
  - (d) Required inspection of trams and boats before and after each use
  - (e) The Concessionaire must be responsible for developing a fire egress plan and conduct a fire drill semi-annually for employees.
  - (f) Concessionaire is responsible for inspecting the fire extinguishers on a monthly basis and must be inspected prior to the opening season. They should be placed in appropriate locations and comply with NFPA, OSHA, and Service standards.
  - (g) All passageways going in and out of the facilities must be kept clear of obstructions and kept clean at all times.

## 6) ENVIRONMENTAL MANAGEMENT PROGRAM

### A) General

- (1) The Concessionaire must develop, maintain, and implement a written Environmental Management Program (EMP).
- (2) Within 90 days after Contract execution, the Concessionaire must submit its EMP to the Refuge Manager for review and acceptance.
- (3) The Concessionaire must annually review and update its EMP. At least 30 days before each year's opening date, but no later than May 1st, the Concessionaire must submit its updated EMP to the Refuge Manager for review and acceptance.
- (4) Within a reasonable time after submission, the Refuge Manager will review and either accept or decline the Concessionaire's EMP.
- (5) The Concessionaire is solely responsible for its compliance with, and its employees', agents', and contractors' compliance with, its EMP.
- (6) At a minimum, the EMP must include the following components:
  - (a) The Environmental Plan shall account for all activities with potential environmental impacts conducted by the concessionaire or to which the Concessionaire contributes.
  - (b) The Environmental Plan shall include, but not be limited to the following elements:
    - i. *Goals and Targets:* The Environmental Plan shall identify environmental goals established by the Concessionaire consistent with all plan objectives as stated in the Contract. The Environmental Plan shall also identify specific targets (i.e., measurable results and schedules) to achieve these goals. The Concessionaire shall conduct an audit to identify environmental impacts resulting from Concessionaire activities and develop, as part of the plan, operating procedures which will reduce those impacts.
    - ii. *Responsibilities and Accountability:* The Environmental Plan shall identify environmental

- responsibilities for Concessionaire employees and contractors. The plan shall include procedures for the Concessionaire to implement the evaluation of employee and contractor performance of these environmental responsibilities.
- iii. *Reporting*: The Environmental Plan shall describe and implement a system for reporting environmental information on a routine and emergency basis, including providing reports to the Refuge Manager under the Contract.
  - iv. *Documentation*: The Environmental Plan shall identify plans, procedures, manuals, and other documentation maintained by the Concessionaire to meet the plan's objective.
  - v. *Documentation Control and Information Management System*: The Environmental Plan shall describe and implement document control and information management systems to maintain knowledge of applicable laws. In addition, the plan shall identify how the Concessionaire will manage environmental information, including without limitation, plans, permits, certificates, reports, and correspondence.
  - vi. *Monitoring, Measurement, and Corrective Action*: The Environmental Plan shall describe how the Concessionaire will comply with the plan and how the Concessionaire will self-assess its performance under the plan, at least annually, in a manner consistent with Service standards. The self-assessment should ensure the Concessionaire's conformance with the plan objectives and measure performance against environmental goals and targets. The plan shall describe procedures to be taken by the Concessionaire to correct any deficiencies identified by the self-assessment.
  - vii. *Communication*: The Environmental Plan shall describe how the environmental policy, goals, targets, responsibilities, and procedures will be communicated throughout the Concessionaire's organization.
  - viii. *Training*: The Environmental Plan shall describe the environmental training program for the Concessionaire, including identification of staff to be trained, training subjects, frequency of training, and how training will be documented.
  - ix. *Integrated Pest Management*: An Integrated Pest Management Plan must be included in the Environmental Plan.
- (c) Other specific issues to be addressed in the elements of the Concessionaires Environmental Plan are:
- i. Hazardous materials and waste management. (How will you reduce or eliminate the use of hazardous materials in your operations?)
  - ii. Education of public regarding environmental protection/awareness.
  - iii. Solid waste management (including recycling and composting where appropriate).
  - iv. Water and energy conservation. (What steps will you take to practice water and energy conservation in daily operations and in the design construction and rehabilitation of facilities? How do you propose to recycle antifreeze and motor oil? What other recycling efforts will you use?)
  - v. Emergency planning and response.
  - vi. Pollution prevention and reduction of toxins. (The reduction of pollution and the use of toxic products in the concession area, within the constraints of the U.S. Public Health Service codes, are important to the U.S. Fish and Wildlife Service. One method of reducing pollution and the use of toxic products is using environmentally preferable cleaning products for custodial, housekeeping, and fleet operations. Most of the products used for these purposes are naturally derived from renewable resources. Products that are toxic, skin irritants, flammable, corrosive, non-biodegradable, petroleum and hydrocarbons, ozone-depleting chlorinated compounds or with artificial dyes and fragrances should be avoided.)
  - vii. Reduction of emissions from vehicle and other operations that affect air quality.

- viii. Protection of water quality and wastewater treatment.
- ix. Pest management practices.
- x. Sustainable design and construction practices.
- xi. Use of native species.
- xii. Environmental mitigation.
- xiii. Best management practices to be employed to demonstrate responsible stewardship of the environment and use of the best available technology to protect the public's natural resources.
- xiv. Use of alternative fuels.
- xv. Waste reduction.
- xvi. Procurement practices.
- xvii. Green construction: The Concessionaire will provide a high level of environmental stewardship by focusing all construction efforts on "green" methods and using "green" products. Where possible, the Concessionaire will use materials and processes that are environmentally preferable, particularly focusing on use of post-consumer recycled materials, materials that require less-toxic care, equipment and products life-cycle analysis, and minimization of pesticides, persistent toxic chemicals, and carcinogens. Pollution prevention, materials recycling, and hazardous waste generation elimination are goals of this Contract. Use EPA's Guiding Principles for Environmentally Preferable Purchasing as a reference when purchasing equipment, construction materials, and other products.

- (d) Discuss how you intend to manage and implement the Environmental Plan. Please include a description of how your experience and qualifications will enable you to address environmental issues that may exist or may arise at the concession operation. If you intend to assign an environmental program manager, please identify him or her and provide a brief description of his or her qualifications and past experience with regard to managing an environmental program.

**B) Integrated Pest Management**

- (1) The application of any pesticide, chemicals, toxic supplies, and toxic materials requires prior approval from the Service.
- (2) Approved products must be applied in accordance with labels and prevailing laws, regulation, and policy.
- (3) Complete usage reports and logs must be submitted annually to the Service by December 1<sup>st</sup> for any application of pesticides, chemicals, toxic supplies, and toxic materials used during the prior season.
- (4) All pesticides, chemicals, toxic supplies, and toxic materials must be stored away from animal feed items and from food and food service items for the employees or general public.
- (5) Material safety data sheets on all such materials must be readily available and physically present onsite.

**C) Recycling and Conservation**

- (1) *Source Reduction*: The Concessionaire must implement a source-reduction program designed to minimize its use of disposable products in its operations. When reusable or recyclable products are not readily available, the Concessionaire must use products that have the least impact on the environment.
- (2) *Recycling Program*: The Concessionaire must implement a recycling program that fully supports the Service's recycling efforts. Products that must be recycled include, but are not limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries. Brochures must be printed on recycled paper with biodegradable inks that are not petroleum based.
- (3) *Water and Energy Conservation*: The Concessionaire must implement water and energy conservation measures for each of its operations. As new technologies are developed, the

Concessionaire must explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

- (a) In consultation with the Service, the Concessionaire must perform an inventory of the electrical and water systems prior to opening the first season of operation and annually thereafter.
- (b) Sources of waste or inefficiency such as leaking faucets and inefficient use of power must be corrected by the Concessionaire.
- (c) The Concessionaire must replace all light bulbs with energy efficient light-emitting diode (LED) bulbs.
- (4) *Environmental Purchasing:* The Concessionaire must purchase and use environmentally preferable products and services where economically and technically feasible and appropriate in activities under this Contract.
  - (a) Environmentally preferable products are defined as products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.
  - (b) Environmentally preferable products include, but are not limited to, products made from pre-consumer or post-consumer recycled material, products that are less toxic than conventional alternatives, products that are recycled locally or in the region, products that are manufactured locally, products that use fewer packaging materials, and products that are taken back by suppliers or manufacturers once they are used.
  - (c) In accordance with Secretarial order 3407, eliminate all single use plastics from merchandise
- (5) *Fish Cleaning-* Concessionaire is required to dispose of or eliminate fish remains from the designated cleaning area after each use. The proposed method selected by the Concessionaire for disposal or elimination of fish remains from the designated cleaning area is subject to prior written approval of the Refuge Manager. Fish cleaning station is only to be used by Captains in the Concessionaires guided charter fishing services and not by other visitors or patrons as per 50 CFR 32.28 (h).

## 7) EMERGENCY SERVICES

### A) General

- (1) The Concessionaire's employees must be trained in OSHA-compliant first aid and cardiopulmonary resuscitation (CPR) by certified personnel.
- (2) The Concessionaire shall have an automatic external defibrillator (AED) in the Tarpon Bay Concessionaire Office and shall provide training to employees on how to use it.
- (3) Each Tram must have a first aid kit appropriate to the level of employee training.
- (4) As soon as possible after learning of an incident or accident, including a law enforcement incident, the Concessionaire must report it to the Refuge at 239-472-1100. Until appropriate Service or other official personnel have arrived on the scene, the Service may provide guidance to the Concessionaire about how to respond to or manage the incident or accident, but the Concessionaire remains solely responsible for supervising its employees and solely liable for any negligent or wrongful acts or omissions of its employees while acting within the scope of their employment.
- (5) The Concessionaire must establish two-way communications between employees to address potential emergencies.
- (6) The Service will respond to emergency calls involving public safety, civil disturbances, violations of law, and fires. The Concessionaire will use 911 services for all emergencies.
- (7) The Concessionaire must manage all cash, merchandise, and equipment in a manner that minimizes the risk of vandalism or robbery.
- (8) The Concessionaire must provide and maintain in the assigned area first aid equipment, fire extinguishers, and smoke detectors, in compliance with NFPA, OSHA, and Service standards.

## 8) PUBLIC RELATIONS

### A) General

- (1) All promotional material, including brochure and website changes and layout, must be approved

- by the Refuge Manager 45 days prior to publication, distribution, or broadcast, etc. Advertisements must include a statement that the Concessionaire is authorized by the U.S. Fish and Wildlife Service, Department of the Interior, to serve the public in J.N. "Ding' Darling National Wildlife Refuge.
- (2) Advertisements for employment must contain a statement that the Concessionaire is an equal opportunity employer.
  - (3) The Refuge Manager must be notified in advance of any plans to run advertisements in non-local and local media. Depending on the nature of the material or the media involved, review and prior approval of such advertising must be required to ensure accuracy, suitability, and conformance to current U.S. Fish and Wildlife Service management policies.
  - (4) All advertising must be simple, direct, and informative, and must avoid exaggeration, hyperbole, and "puffing."
  - (5) All press releases must be approved in advance by the Refuge Manager.
  - (6) All new signs or changes to existing signs must be approved in advance by the Refuge Manager. The Concessionaire must ensure that its signs are compatible with Service sign standard. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessionaire's area of responsibility except on an emergency short-term, interim basis. All new signs or changes to existing signs shall be approved by the Service in writing. The Service has thirty (30) days upon receipt to approve or deny the request.
  - (7) The Concessionaire must provide its marketing plan to the Refuge Manager in advance of implementation and include all proposed sources of advertisement and website links.
  - (8) The Concessionaire must make an effort to promote the tram tour experience.

**REPORTING REQUIREMENTS**

**B) Concessionaire Responsibilities:**

- (1) Visitor Use Report: The Concessionaire must provide the Refuge Manager with a monthly visitor use report. The report is due on the 5th day of each month. The Service will provide the form for the Concessionaire to submit each month. This report must provide the visitor statistics including sale numbers by ticket type (e.g. adults, children), and tour type including accessibility accommodations.
- (2) Incident Reports: The Concessionaire must immediately report to the refuge at 239-472-1100 all incidents involving property damage over \$500, personal injury, or death; all stock injuries or deaths; all fires; all motor vehicle accidents; all incidents that affect the Refuge’s natural or cultural resources; and all known or suspected violations of law.
- (3) Human Illness Reporting: The Concessionaire must immediately report to the Refuge at (239) 472-1100 all human illnesses that affect multiple visitors or staff or that require hospitalization.
- (4) Other Reports Required by the Contract:

Report	Due Date
Annual Financial Report	No later than 90 days after the last day of Concessionaire’s fiscal year.
Certificate of Insurance	Prior to occupancy and annually upon renewal.
Risk Management Program	90 days from effective date of new Contract. Requires Refuge Manager’s approval annually. By Sept 31 annually. Requires Refuge Manager’s acceptance annually.
Environmental Management Plan	90 days from effective date of Contract and annually thereafter. Review and updated annually by Sept 31 Requires Refuge Manager’s acceptance annually.
Quarterly Franchise Fees and Visitor Use Report	By the 5 <sup>th</sup> day January, April, July, October.
Monthly Summary of Comment Card responses	By the 15 <sup>th</sup> day of the following month
Monthly Entrance Fees and Rec Fee Passes + invoice for fee collection.	By the 5 <sup>th</sup> day of the following month